

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	<u>\$2,953,788</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$2,953,788</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W002 Object 6541

Is Item Included in Current Budget? Yes X No

Does this item include the use of Federal Funds? Yes No X

Does this item include the use of State Funds? Yes No X

Reporting Category N/A

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

One (1) time expenditure from user fees, connection fees and balance brought forward.

C. Department Fiscal Review: *Stephen Clark* *5/29/26*

III. REVIEW COMMENTS

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

<p><u><i>ASD/CAC</i></u> <u><i>5/29/26</i></u> OFMB <i>GA 5/24</i> <i>EDW 5.29.26</i></p>	<p><u><i>[Signature]</i></u> <u><i>5/3/26</i></u> Contract Development and Control <i>29 6.3.26</i></p>
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B. Legal Sufficiency:

[Signature] *6/4/26*
Assistant County Attorney

C. Other Department Review:

Department Director

CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

(Non-Federal - Project Specific)

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CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

This Contract is made as of _____ day of _____, 2026 ("Effective Date") by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "**Owner**" or "**County**" and PCL Civil Constructors, Inc., a Corporation, authorized to do business in the State of Florida, whose Federal Tax ID Number is 84-0915605 hereinafter referred to as the "**Construction Manager**" or "**CM**".

WITNESSETH:

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

CONSTRUCTION MANAGER AT RISK SERVICES for Project Name: Water Treatment Plant No. 2 Expansion PBCWUD Project No. 24-033

And in accordance with the Contract Documents 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, and within the time limit specified in the Contract Documents.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- The Contract and any approved amendments (when executed);
- General Conditions to the Contract;
- Task Orders, GMP Amendments/Work Orders, Notices to Proceed and any Change Orders thereto;
- Public Construction Bond and Form of Guarantee;
- Insurance Certificates;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto (the Construction Documents);
- OSBD Schedules when completed and submitted.
- Request for Proposal (RFP) and Construction Manager's Proposal;

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 “API” or “Affirmative Procurement Initiative” has the meaning set forth in Section 2.1.13.1(b)

1.1.3 “Basic Services” means the services described in Article 2 of this Contract.

1.1.4 “Change Order” means written orders to the Construction Manager for any changes in accordance with GC 43 of the General Conditions.

1.1.5 “Construction Contingency” or “Contingency” means the amount agreed upon in the GMP Amendment for Construction Manager’s use in accordance with Section 6.3(a) and the Owner’s use in accordance with Section 6.3(b).

1.1.6 “Construction Documents” means the technical specifications, design documents whether preliminary or final, construction drawings, plans, addenda and Change Orders for the Project.

1.1.7 “Construction Manager’s Fee” or “CM Fee” has the meaning set forth in Section 6.4 hereof.

1.1.8 “Construction Schedule” or “Master Project Schedule” has the meaning set forth in Section 1.6.

1.1.9 “Construction Team” means the Owner, the Engineer and the Construction Manager.

1.1.10 “Contract” means the Contract as defined on page one hereof.

1.1.11 “Contractor” or “Construction Manager” or “CM” the terms will be used interchangeably and means the company named in the initial paragraph of page one of this Contract

1.1.12 “Contract Sum” means Guaranteed Maximum Price for the Project or for each phase of the Project if the Project is to be completed in phases, and the terms will be used interchangeably.

1.1.13 “Contract Time” means, collectively and subject to modification by Change Order, the duration established pursuant to the Contract Documents for Construction Manager to achieve Substantial Completion, final completion and all other interim milestone dates.

1.1.14 “Cost of the Work” has the meaning set forth in Section 8.1.

1.1.15 “Effective Date” means the date the Contract is executed by the Palm Beach County Board of County Commissioners.

1.1.16 “Engineer” means the Engineer of Record for the Project which will be designated in the special conditions to this Contract.

1.1.17 “Guaranteed Maximum Price” or “GMP” the terms will be used interchangeably, means the amount calculated for the Project, or each phase of the Project if the Project is to be completed in phases, in accordance with Article 6 hereof and accepted by the Owner.

1.1.18 “GMP Amendment” means an amendment(s) to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for the Project (or for each phase of the Project if the Project is to be completed in phases); the GMP Amendment may be issued as a Work Order or an Amendment depending on the value thereof.

1.1.19 “Liquidated Damages” has the meaning set forth in GC80 of the General Conditions.

1.1.20 “Owner or County” means Palm Beach County.

1.1.21 “Preconstruction Services Fee” has the meaning set forth in Section 7.1.1.

1.1.22 “SBD Ordinance” has the meaning set forth in Section 2.1.13.1(a).

1.1.23 “SBD Program” has the meaning set forth in Section 2.1.13.1(a).

1.1.24 “SBE” means a small business certified under the County’s EBO Program.

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

1.1.26 “Task Order” means an Amendment to the Contract that authorizes pre-construction services for the Project.

1.1.27 “Trade Contractor” means the Subcontractors hired by the CM to perform the Work for the Project.

1.1.28 “Work” means all the preconstruction, the construction and other services required by the Contract and includes all labor, materials, equipment, supervision, tools, labor, manuals, start-up, commissioning, and testing services provided by the Construction Manager to fulfill its obligations under the Contract for the Project.

1.1.29 “Work Order” means an Amendment to the Contract that authorizes construction services for the Project.

1.2 Standard of Performance. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Owner and Engineer in furthering the

interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Owner.

1.3 The Construction Team. The Construction Manager, the Owner, and the Engineer (the "Construction Team") will cooperate together through construction completion for the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Engineer 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 business organization duly organized, validly existing and 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 Documents. 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 for the Project must be performed in accordance with the Construction Schedule developed for the Project in accordance with Article 5 hereof and General Condition 80 of the Contract.

By signing this Contract, the Construction Manager agrees to the assessment of Liquidated Damages as provided in Article 5 hereof and General Condition 80.

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 and without their fault or negligence, the Construction Manager may present such justification to the County for consideration of an extension in accordance with the General Conditions of the Contract. Such delay causes include, but not limited to, acts of God, Force Majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe or unusual weather conditions.

Upon the Construction Manager's request, the Owner shall consider the facts and extent of any failure to perform the Work and, if the Construction Manager's failure to perform was without it or its subcontractors fault or negligence, the Construction Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the Owner's rights to change, terminate, or stop any or all of the Work at any time.

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 Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials, equipment, tools, labor, start-up, commissioning and testing services 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, equipment, tools, labor, start-up, commissioning, and testing, such words shall be interpreted in accordance with that meaning. A requirement of Substantial Completion of the Project is that Construction Manager shall conduct performance tests to demonstrate that the Facility Performance Criteria have been met. 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 performance of the Work 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 conditions 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:

1. This Contract and any Amendments to this Contract including Task Orders, GMP Amendments/Work Orders, Notices to Proceed and Change Orders thereto
2. OSBD Schedules
3. General Conditions
4. Insurance Certificates, Public Construction Bond and Guarantee
5. The Construction Documents (when approved)
6. The RFP
7. 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. This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The Contract represents the entire agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. 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 for the Project.

2.0.1 CM's Project Manager. 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 the 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 Engineer in maintaining the project budget, scope, and schedule for the Project. The Construction Manager shall perform the following pre-construction services:

2.1.1 Design Team Meetings. The CM shall meet with the Owner and Engineer and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

2.1.2 Reports Required. The CM shall provide preconstruction deliverables consisting of 7 copies of reports at Basis of Design Report, 30% design, 60% design, 90% design, and 100% Construction Documents together with a Guaranteed Maximum Price proposal for the Project. 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.

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 Engineer'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 provide written markups to specifications and/or drawings as made available by the Engineer. Comments will be documented and compiled in excel format for review and response by the Owner and Engineer. The CM shall proactively advise the Engineer 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, construction, start-up, commissioning and testing; 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 CM shall conduct the comparisons and reviews required by General Condition (GC) 2 and 3.

2.1.4 Construction Feasibility Meetings. The CM shall attend regularly scheduled meetings with the Owner and Engineer 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 Design Phase, CM shall evaluate the design and obtain an understanding of the intent of the Owner and Engineer, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Engineer and Owner. All recommendations shall be in writing and must be fully reviewed with the Engineer 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, such as energy use and chemical use, and facility maintainability. Value analysis shall include life cycle cost analysis, as may be required, to assist the Engineer to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable

constructability issues. All value analysis 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. CM shall provide, for the Engineer'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 Engineer. CM shall update and refine this estimate as the Engineer prepares each design phase of the Project. CM shall advise the Owner and the Engineer if it appears that the construction cost may exceed the project budget. CM shall 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 Engineer 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 Facility Components and Systems. The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort to achieve the project schedule, the Engineer 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 facility components and systems.

2.1.10 Maintenance of Schedule. It is incumbent upon the Construction Manager to advise the Engineer of recommended facility components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the Project.

2.1.11 Dividing Project into Trades or Components. 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 or Component. 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 Contractor. CM shall provide the project Construction Schedule for each set of bidding documents. CM shall develop a plan for the phasing of construction.

2.1.12.1 Long Lead Items. CM shall 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 Engineer. CM shall expedite and coordinate delivery of these purchases.

2.1.13 Pre-Qualification of Trade Contractors; Competitive Public Bidding Required.

a. Pre-Qualification of Trade Contractors. CM shall develop procedures which are acceptable to the Owner for the prequalification of Trade Contractors. CM shall not pre-qualify or accept bids from contractors that are on the "Convicted Vendor List" maintained by the Florida Department of Management Services under Section 287.133, Florida Statutes. CM shall not pre-qualify or accept bids from contractors that are on the County's "Suspended & Debarred Vendor List" maintained by Palm Beach County's Purchasing Department.

b. Draft Bid Documents. CM shall provide copies of draft bid documents to Owner. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as part of the bidding process. CM shall review draft bid documents with Owner to ascertain that all required contract clauses have been included in draft bid documents.

c. Finalizing Bid Documents. CM shall finalize bid documents only after Owner review and only after written confirmation from the County of the subcontracting goal applicable to the trade contracts as provided for in Section 2.1.13.1(b)(ii). CM shall not conduct trade contractor bidding until the County's Goal Setting Committee has determined the subcontracting goal applicable to the construction phase of the Project as provided for in Section 2.1.13.1(b)(ii).

d. Identification of County Certified SBEs. The CM shall work closely with the staff of the County's Office of Small Business Development during the Trade Contractor pre-qualification and bidding phase of the Project in order to identify County certified small business entities (SBEs) in required trades and to notify County certified SBEs of bidding opportunities. The Construction Manager shall use its best efforts to encourage County certified SBEs and local Trade Contractors to bid on the Project.

e. Public Advertisement and Competitive Bidding Required. CM shall develop Trade Contractor interest in the Project, publicly advertise the project in the local newspaper (and provide proof of publication to the County), advertise on relevant trade industry websites and conduct pre-bid conferences with interested bidders to review the documents. CM shall 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 in accordance with Section 2.1.13.4.

f. Evaluation of Bids. CM shall 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 Engineer 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, CM shall 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. CM shall maintain records of all pre-award interviews with apparent low bidders.

2.1.13.1 Small Business Development (SBD) Program.

a. Policy, Program and Enforcement. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small and locally owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Small Business Development (SBD) Ordinance which is codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD Program, and is incorporated herein and made part of this Contract. Non-compliance with the SBD Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the SBD Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the SBD Program compliance;
- Suspension or debarment of the Construction Manager from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

b. Affirmative Procurement Initiatives (APIs) Applicable to this Contract.

i. CM/SBE Partnering Program. If the Construction Manager in its proposal to the County agreed to participate in the County's CM/SBE Partnering program and received evaluation preference points from the selection committee for partnering

with an SBE firm, then the OSBD Schedules 1 and 2-A that the Construction Manager submitted with its proposal documenting the SBE anticipated dollar value or percentage of the preconstruction and construction services to be performed by the SBE partner are material terms of this Contract and are incorporated by reference herein.

ii. Mandatory Subcontracting Goal(s) on the Construction Trade Contracts. The County's Goal Setting Committee will establish the APIs applicable to the construction phase of this Contract, including any mandatory SBE subcontracting goals, prior to Trade Contractor bidding for each GMP Amendment; and such APIs shall be included in each GMP Amendment to this Contract. It is anticipated that at least a mandatory minimum SBE subcontracting goal of 20% will be applied to the construction phase of this project. However, depending on the availability of County certified SBEs at the time of subcontractor bidding, the County's Goal Setting Committee may apply a higher mandatory SBE subcontracting goal. If the Goal Setting Committee applies SBE subcontracting goal(s) to the GMP, the Construction Manager shall apply an SBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a County certified SBE's bid is within ten (10) percent of the lowest non-SBE bid, in which case the award shall be made to the County certified SBE submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager shall apply an SBE price preference where the subcontract will be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than \$100,000 plus 3% of the total bid in excess of \$1,000,000.

c. Subcontracting Goal Waiver Requests/Good Faith Efforts. If Construction Manager is unable to comply with the subcontracting goal established by the County's Goal Setting Committee for the bidding of the construction subcontracts, then the Construction Manager must request a waiver or partial waiver from the Office of Small Business Development. Such waiver request shall be made on the required OSBD forms and include documentation that demonstrates good faith efforts were undertaken by Construction Manager to comply with the subcontracting goal on the construction subcontracts. Fillable pdfs of all OSBD forms can be found on the OSBD website at <https://discover.pbcgov.org/HED/osbd/Pages/default.aspx>

d. Required Documentation with GMP Amendment. The Construction Manager shall submit completed Schedule 1(list of all subcontractors, including SBE participation) and Schedule 2-As (Letter of Intent to perform as a subcontractor, including SBE subcontractors) on all construction subcontracts prior to the GMP Amendment. When completed and submitted, the Schedule 1 and Schedule 2-A(s) shall become material terms of this Contract. The Construction Manager understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

e. VSS Registration Required. Construction Manager certifies that it has registered in the County's Vendor Self Service ("VSS") system at <https://pbcvssp.pbc.gov/vssprd/Advantage4>. Construction Manager must also ensure that all Subcontractors are registered as vendors in VSS prior to the Subcontractor beginning work. All subcontractor agreements must include a contractual provision

requiring that the Subcontractor register in VSS. County will not finalize a contract award until the County has verified that the Construction Manager and all of its Subcontractors are registered in VSS.

f. Required Documentation with Pay Application. Construction Manager is required to submit accurate progress payment information with each pay application regarding each of its Subcontractors, including SBE Subcontractors.

The Construction Manager shall submit a **Subcontractor Activity Form (Schedule 3)** and **Subcontractor Payment Certification Forms (Schedule 4)** with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the pay application until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Construction Manager and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each Subcontractor to verify receipt of payment.

Completed and submitted OSBD forms are incorporated into and made a part of the Contract Documents.

g. SBE Substitutions. Construction Manager will only be permitted to replace a County certified SBE Subcontractor who is unwilling or unable to perform. Such substitution must be done with other County certified SBEs in order to maintain the SBE percentages submitted with the GMP Amendment/Work Order. Requests for substitutions must be submitted to the County Representative and the Office of SBD for approval. **Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the OSBD.** Upon receiving approval of substitution for the SBE subcontractor, the Construction Manager must submit a completed and signed Schedule 2-A by the proposed SBE subcontractor.

h. Records and Access. The Office of SBD has the right to review Construction Manager's records and interview Trade Contractors and Subcontractors in order to determine compliance with the County's SBD Program and contract requirements for up to four (4) years from contract completion or termination date.

2.1.13.2 Local Preferences.

a. General. In accordance with the Palm Beach County Local Preference Code, a preference will be given to firms having a permanent place of business in Palm Beach County. The Construction Manger may apply this preference when evaluating subcontractor bids. Local preference means that if the lowest responsive, responsible Bidder is a non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining the local preference. The \$100,000 is a cumulative value for all subcontractors under one project

b. Glades Local Preference. In addition, if a project is located in the Glades area as defined in the Ordinance, a preference will be given to Bidders having a permanent place of business in the Glades area or to a local bidder who utilizes a Glades

subcontractor(s) for a minimum of 15% of the total bid price. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible Glades Bidders are decreased by 5%, to a maximum of \$100,000 difference. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible non-Glades, local Bidders that utilize Glades subcontractors for a minimum of 15% are decreased by 3%, and for a minimum of 30% are decreased by 4%, to a maximum of \$100,000 difference. The original bid amount is not changed; the decrease is calculated only for the purposes of determining the Glades local preference. The \$100,000 is a cumulative value for all subcontractors under one project

c. Definition of Local Business. To receive a local preference, a business must have a permanent place of business in existence prior to the issuance of this Invitation for Bid. A permanent place of business means that the business' headquarters is located in Palm Beach County or for the Glades preference in the Glades area; or, the business has a permanent office or other site in Palm Beach County or Glades area where the business will produce a substantial portion of the goods or services to be purchased.

A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the business had a permanent place of business prior to the issuance of this Invitation for Bid. A Palm Beach County business tax receipt is required unless specifically exempted by law.

d. Ranking of Responsive Bidders. The ranking of responsive Bidders pursuant to the SBD Program which results in an award to a Bidder in compliance with the SBD Program shall not be re-ordered by the provisions of the Local Preference Ordinance to the extent that the application of local preference would result in an award to a non-SBE firm.

2.1.13.3 Reserved.

2.1.13.4 County Written Approval Required for Work to be Negotiated or Self-Performed by CM. Construction Manager must take competitive bids on the Work; however, if: 1) no bids are received for a portion of the Work; or 2) the bids received for a portion of the Work exceed the applicable line item amount in the GMP; or 3) Construction Manager is unable to obtain the mandatory subcontracting goal set by the County's Goal Setting Committee in 2.1.13.1(b)(ii) after competitive bidding, then County may agree to the Construction Manager negotiating with Trade Contractors for the performance of that Work. In addition, County may agree in situations 1 and 2 above that the Construction Manager can self-perform the Work for the specified line item lump sum amount or less. Such County approval must be in writing. Nothing in this section shall affect the obligation of the Construction Manager to meet the requirements of the County's Equal Business Opportunity Program as set forth in Section 2.1.13.1.

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 design development phase, but in no case later than 45

days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Owner a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager Fees, the Construction Manager's Contingency, General Conditions, and 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.

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 Allowances. Construction Manager may include allowances in the GMP Proposal for specific products or services whose value are impractical to ascertain at the time of the GMP Proposal or are not fully defined in the Contract Documents. Notwithstanding the foregoing, Construction Manager may not include allowances for items whose costs are reasonably ascertainable by potential trade contractors at the time of participation in the bidding process in accordance with Section 2.1.13 nor use allowances for price escalations for items that should have been priced in the public bidding process under Section 2.1.13.

2.1.14.3 Maintenance of the Project Budget and Construction Schedule. In the event that the GMP exceeds the project construction budget and construction schedule goes beyond Owner's predetermined time limitations, the Owner reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Engineer to redesign the Project as necessary to maintain the project program and meet the project construction budget and/or schedule 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 and/or schedule.
- 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 and/or schedule.
- c. The Construction Manager shall analyze the Engineer'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 and/or to reduce the schedule meeting Owner's predetermined time limitations.

2.1.14.4 Owner's Right to Reject 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. The County reserves the right to bid any project for which preconstruction services were provided for by the Construction Manager. If the County terminates the relationship with Construction Manager and proceeds to perform part or all the construction work with parties other than Construction Manager, the proposed Contract Price shall be deemed withdrawn and of no effect and the Construction Manager shall have no further liability or obligations to the County under this Contract.

2.1.14.5 Review of Budget, Estimates and GMP. The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Engineer 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.

2.1.14.6 Acceptance of GMP; Public Construction Bond Required. 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 the Project. A "Public Construction Bond and Form of Guarantee" on the Owner's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for the Project.

2.2 Construction Phase. Unless otherwise authorized by the Owner, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces without the prior written consent of the Owner in accordance with Section 2.1.13.4. The Construction Manager shall perform the following construction phase services:

2.2.1 General. CM shall administer the construction phase as provided in the Contract.

2.2.2 Commencement of Work. CM shall commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment(s) and "Notice(s) to Proceed" (NTP) from the Owner unless the parties mutually agree otherwise in writing. County may issue multiple notices to proceed with respect to a GMP Amendment in order to accommodate the work as permits are approved or permit conditions are satisfied.

2.2.3 Award of Trade Contracts. CM shall promptly award and execute trade contracts with approved Trade Contractors. 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(s) and the Construction Manager's 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. 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, Engineer and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time and quality. CM shall develop and maintain a program, acceptable to the Owner and Engineer, to assure quality control of the construction. CM shall supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. CM shall 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 Engineer 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. 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. CM shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. CM shall 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. CM shall 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. CM shall establish procedures for coordination among the Owner, Engineer, Trade Contractors and Construction Manager with respect to all aspects of the Work. CM shall 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 Engineer, 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. 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. CM shall attend team meetings with the Engineer and Owner.

2.2.8 Schedule Updates. 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. CM shall regularly monitor and update the project schedule and various sub-networks as construction progresses. CM shall identify potential variances between scheduled and probable completion dates. CM shall review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. CM shall 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. 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 Engineer, CM shall 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 (OFICI) 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 (OFICI) work is included within the Guaranteed Maximum Price.

2.2.11 Cost Control. CM shall develop and maintain an effective system of project cost control which is satisfactory to the Owner. CM shall revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. CM shall identify variances between actual and budgeted or estimated costs and advise Owner and Engineer 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. CM shall maintain a consistent and accurate accounting system. 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.

2.2.12.1 Sales Tax Savings Program. CM shall administer direct tax savings purchase program (if provided).

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

2.2.13.1 Change Order Cost Estimates. When requested by the Owner or Engineer, CM shall 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, CM shall promptly secure formal written Change Order proposals from such Trade Contractors.

2.2.14 CM Safety Programs. 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. 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, 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. CM shall make provisions for project security acceptable to the Owner, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, 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. CM shall record the progress of the Project. CM shall submit written monthly progress reports to the Owner and the Engineer 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. CM shall keep a daily log available to the Owner and the Engineer. CM shall 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 Funding Agreements. Construction Manager shall comply with all requirements of 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 designates the Water Utilities Department, Director of Engineering Division, or designee, as the representative to act on its behalf (the Owner's Representative) under this Contract. The Owner's Representative will receive progress reports of the Work, serve as liaison with the Construction Manager and the Engineer, 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 any changes to the Owner's Representative.

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 deliverables within a reasonable time.

ARTICLE 5 **SCHEDULE**

5.1 Preconstruction Phase. The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within 14 days following completion of each applicable design phase and the Guaranteed Maximum Price proposal within 45 days after the Construction Documents have been made available to the Construction Manager.

5.2 Construction Phase. The number of days for performance of the Work under the construction phase of the Project shall be established in the Guaranteed Maximum Price Amendment(s) 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 a beneficial use date in accordance with the Master Project Schedule, shall also be established by the Construction Team for the Project. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and beneficial use date for the Project. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved Master Project 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 Price for the acceleration which shall utilize Construction Manager's Contingency 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 upon Owner's approval. 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 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 Paragraph 6.4 of this Contract. The GMP for the Project will be established based on

Construction Documents prepared by the Engineer. 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.

(a) Construction Manager's Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Manager's Contingency which is included for the purpose of defraying expenses that were unforeseen at the time of establishment of the GMP as described in this 6.3(a). The Construction Manager will be required to furnish documentation evidencing expenditures to be charged to this Contingency prior to the release of funds by the Owner. Documentation for use of the Construction Manager's Contingency shall be determined by the Owner. The Construction Manager's Contingency is only available for the following costs:

(1) Trade Contractor Buyout. Pursuant to the award of trade contracts under Section 2.2.3, if trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Construction Manager's Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Construction Manager's Contingency, however such events shall not be cause to increase the GMP.

(2) Scope Gap. Documented scope gaps between trade contractors will be taken from the Construction Manager's Contingency, unless work is shown in Construction Documents.

(3) Trade Contractor Default. Costs incurred due to contract default by trade contractors will be taken from the Construction Manager's Contingency.

(4) Reconciliation of Allowances. Allowances will be reconciled through the use of the Construction Manager's Contingency.

(5) Unforeseen Field Conditions. Costs incurred by the Construction Manager due to unforeseen field conditions will be taken from the Construction Manager's Contingency.

(6) Overtime or acceleration ordered by the Owner. Costs incurred as defined in Paragraph 5.4 of this Contract.

The costs listed above as recoverable from the Construction Manager's Contingency are recoverable only from the Construction Manager's Contingency and only to the extent there are funds available in the Construction Manager's Contingency; such costs can never be the basis for an increase to the GMP.

The Construction Manager's 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.

(b) Owner's Contingency. The Construction Manager shall include a line item for the Owner's Contingency in the GMP. This line item will initially be \$0 but as work progresses on the Project and overages in various line items in the GMP are identified, then Construction Manager shall move any identified line item overages to the Owner's Contingency line item. Owner may use the amounts in the Owner's Contingency to fund Owner initiated change orders under General Condition 65. Additionally, if Owner and Construction Manager mutually agree that there are surplus funds in the Construction Manager's Contingency described in Section 6.3(a) above, then Construction Manager shall move such surplus funds to the Owner's Contingency line item for use by Owner to fund Owner initiated change orders.

6.4 CM Fee. Construction Manager's Fee during the Construction Phase includes the following:

6.4.1 The cost of its home or branch office employees or consultants not at the project site and in the performance of the Work under schedules of job classifications agreed upon by County and the Construction Manager, 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, other than the field office.

6.4.4 Construction Manager's capital expenses.

6.4.5 Overhead and profit.

6.4.6 All costs for computers, networks, wiring of networks, printers, support, software including project management software system for the Project, e.g., Procure, including fees to have the Engineer, 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 F.S. 112.061.

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, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, vehicles and furniture used, 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, Engineer staff, Owner's Representative's 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 weekly cleaning the Construction Manager site office complex as well as the site office complex of Engineer and other consultants.

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 submitting payment requests to Owner, the Construction Manager certifies that all factual unit costs supporting the fees allowable under this Contract are accurate, complete and current at the time of submission; 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. The fees allowable under 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.

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 General Conditions to the Contract.

6.9 No Overhead and Profit on Construction Manager's Contingency. When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the Construction Manager's Contingency nor will the Construction Manager be due any additional overhead and profit on the use of the Construction Manager's 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. County shall compensate Construction Manager for pre-construction services on a computation of time charges, not-to exceed amount, to this Contract.

The total amount to be paid by the County under this Contract for all pre-construction services and materials including, if applicable, "out of pocket" expenses shall not exceed a total contract amount of Two Million, Nine Hundred Fifty-Three Thousand Seven Hundred Eighty-Seven dollars and Seventy-Two cents (\$ 2,953,787.72). The Construction Manager shall notify the County's representative in writing when 90% of the "not to exceed amount" has been reached. The Construction Manager will bill the County on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit H for pre-construction services rendered toward the completion of the Scope of Work. The compensation for pre-construction services shall be based upon the contract rate for service rendered multiplied by an overall overhead and profit factor of 2.50. The labor rates, overhead and profit factors may be subject to audit. The contract rate by labor category as set forth in Exhibit J is attached hereto and made a part hereof. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

Project Setup and Administration:	\$ 440,802.18
Design Coordination Efforts:	\$1,193,744.49
Guaranteed Maximum Price Submissions:	\$1,120,595.45
Allowances:	\$ 165,063.24
<u>Bonds and Insurances:</u>	<u>\$ 33,582.36</u>
Total:	\$2,953,787.72

7.1.2 Construction. Upon acceptance of the GMP for the Project, the amount established in the GMP Amendment to this Contract, 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 lump sum 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 the 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. Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice. 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.

7.1.3 Pay Applications. Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions of the Contract and submitted in detail sufficient for a proper audit thereof. Pay requests shall be submitted to the County no later than fifteen (15) days after completion of the invoicing period established in the General Conditions of the Contract.

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, 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 for the following cost items:

8.2.1 Subject to prior approval by the Owner, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 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.

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, not including Construction Manager's office trailers.

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, and heat 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 General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the 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, not including job site office equipment.

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

8.3 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; and
13. Any and all costs already included under Section 6.4.

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 General Conditions 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 Conditions of the Contract and, as required and further described in the General Conditions, 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 until completion of all phases of the Work for the Project, 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. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 14
SCRUTINIZED COMPANIES

14.1 As provided in section 287.135, Florida Statutes, as may be amended, 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, 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 section 287.135, Florida Statutes, as may be amended, 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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 section 287.135, Florida Statutes, as may be amended. 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 R2025-0748, 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748 as amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract

and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ARTICLE 16
COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract. The County may execute the Contract through electronic or manual means. Construction Manager may shall execute by manual means only, unless the County provides otherwise.

ARTICLE 17
PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 18
ENTIRETY OF CONTRACTUAL AGREEMENT

18.1 The County and the Construction Manager agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

18.2 This Contract includes the following exhibits, which are attached hereto and made a part hereof:

- | | |
|--------------------|--|
| Exhibit A - | General Conditions |
| Exhibit B - | Schedule |
| Exhibit C - | Insurance Certificates |
| Exhibit D - | Conflict of Interest Disclosure Form |
| Exhibit E - | Non-Governmental Entity Human Trafficking Affidavit |
| Exhibit F - | Disclosure of Ownership Interests |
| Exhibit G - | Scope of Construction Manager's Services |
| Exhibit H - | Compensation |
| Exhibit I - | OSBD Schedule 1 and Schedule 2-A |
| Exhibit J - | Construction Hourly Labor Rates |
| Exhibit K - | Miscellaneous Documents/Forms |

ARTICLE 19
INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Construction Manager and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

ARTICLE 20
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 Construction Manager 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 21
HUMAN TRAFFICKING AFFIDAVIT

Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed **Exhibit E**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 22
INDEPENDENT CONTRACTOR RELATIONSHIP

Construction Manager represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

Construction Manager shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and Owner. Construction Manager shall perform all Work in accordance with its own methods subject to compliance with the Contract. Construction Manager represents that all subcontractors' agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Owner is an **intended express third party beneficiary** of any such subcontract.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract

ARTICLE 23
NOTICE

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:

Palm Beach County Water Utilities Department
c/o Ali Bayat, P.E., PMP, Director
8100 Forest Hill Blvd
West Palm Beach, FL 33413

With copy to:

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

If sent to the Construction Manager, notices shall be addressed to:

Ray Torrejon, District Manager
1 N. Dale Mabry Hwy. Suite 300,
Tampa, FL 33609

With a copy to:

Erick Wahlstrom, MFCR
1 N. Dale Mabry Hwy. Suite 300,
Tampa, FL 33609

Notice shall be effective upon receipt by the individuals designated above.

ARTICLE 24
DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created,

developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

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Project Number: PBCWUD 24-033
Project Name: Water Treatment Plant No. 2 Expansion

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 an authorized official of the Construction Manager has made and executed this Contract on behalf of the Construction Manager. The Construction Manager represents that it is authorized to execute this Contract on behalf of itself and its Surety.

ATTEST:
MICHAEL A. CARUSO, CLERK OF
THE CIRCUIT COURT &
COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Sara Baxter, Mayor

MF
NPG

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

KB Ali Bayat
Department Director

CONSTRUCTION MANAGER:
PCL Civil Constructors, Inc.

Klaha
(witness signature)

Kristal Cohen
(witness name printed)

[Signature]
(witness signature)
Raymond Torrejon
District Manager
Authorized Signer

(witness name printed)

By: [Signature]
(signatory)

Erick Wahlstrom
(print signatory's name)

It's Assistant Secretary
(print title)

May 27, 2026
(date)

**CONTRACT EXHIBIT A
GENERAL CONDITIONS**

**GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND
CONSTRUCTION MANAGER**

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1. Definitions

Wherever the words or terms defined in this GC Article 1 or pronouns used in their stead occur in the Specifications or other Contract Documents, they shall have the meanings herein given.

"Addendum" - A written explanation, interpretation, change, correction, addition, deletion, or modification of the Contract Documents issued in writing by the Owner prior to opening the Bids.

"Agreement" means the Water Treatment Plant No. 2 Agreement (PBCWUD Project No. 24-033) which these General Conditions are attached to as EXHIBIT A.

"Alternative Dispute Resolution" or "ADR" – A dispute resolution process to resolve issues related to the Project. Unless a specific ADR process is required herein or by Laws and Regulations, the parties may agree to the format of the ADR procedure.

"Application for Payment" - The form furnished by the County which is to be used by the Construction Manager to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

"Bonds" - Bid, Public Construction Bond, and other instruments which protect against loss due to inability, failure or refusal of the Construction Manager to perform the Work specified in the Contract Documents.

"Change Order" - A document signed by the Construction Manager and the County and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after execution of the Agreement.

"Construction Documents" - Documents, consisting of Drawings and Technical Specifications, to be prepared or assembled by the Engineer of Record.

"Contract Documents" – Shall have the meaning set forth in Article 2.1 of the Agreement.

"Contract Price" - The total monies payable by the County to the Construction Manager under the terms and conditions of the Contract Documents.

"Contract Time" - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

"Cost of Work" – Costs as are further defined herein that are reasonably incurred in the delivery of a project that do not include overhead and profit.

"County" - Palm Beach County Board of County Commissioners, Palm Beach County, Florida.

"Defective Work" - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to final payment.

"Construction Manager" – As designated in the Agreement.

"Construction Manager's Representative" – shall be Mike Hernandez.

"Construction Manager's Senior Representative" shall be Jean Capra.

"Design Consultant" - A qualified, licensed design professional who is an employee of Engineer of Record furnishing design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

"Drawings" - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent and scope of the Work to be performed, which have been prepared and approved by the Owner, and which are considered a part of the Contract Documents.

"Effective Date of the Agreement " - The date indicated in the Agreement on which it was executed, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Field Order" - An order by the Owner that does not impact the cost or time of performance of the Work.

"Final Completion or Final Acceptance" - The date on which all Work is complete as determined by the Owner in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under GC Article 56 and the submission of all documents set forth in GC Article 57.

"Force Majeure Events" - Events that are beyond the control of both Construction Manager and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, quarantine, travel restrictions, adverse or unusual weather conditions, and other acts of God.

"Guaranteed Maximum Price (GMP)" – The amount proposed by the Construction Manager and accepted by the Owner as the maximum cost to the Owner for construction of the Work in accordance with the Contract Documents. The GMP includes the sum of all reimbursable costs (cost of work, inclusive of contingencies and allowances) plus a fee for the Construction Manager's overhead and profit. All costs incurred above the GMP are the responsibility of the Construction Manager.

"General Requirements" - Division 1 of the Technical Specifications.

"Hazardous Conditions" - any materials, wastes, substances and chemicals which are considered or deemed to be hazardous, which are or become regulated by any local governmental authority, the State of Florida, or the United States Government, under applicable law, or the handling, storage, remediation, or disposal of any such materials which are regulated by applicable law.

"Inclement Weather" – A normal work day during which the Construction Manager was unable to perform critical path work for a continuous period of more than four (4) hours during that day.

"Inspector" - The inspector shall be in attendance at the project site during performance of the Work and shall report to, and be under the direct supervision of, the Resident Project Representative, if applicable, or the Owner. The inspector shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Owner.

"Laws and Regulations; Laws or Regulations" – Applicable laws, rules codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body having jurisdiction over the Project or the Site and which is authorized to issue such Laws and Regulations.

"Normal Working Hours" - Normal working hours shall consist of forty (40) hours per week with no more than eight (8) hours per day Monday through Friday, not including holidays.

"Notice to Proceed" - The written notice issued by the County, or its authorized agents, to the Construction Manager authorizing the Construction Manager to proceed with the Work and establishing the date of commencement of the Contract Time.

"Owner" - Palm Beach County Board of County Commissioners, Palm Beach County, Florida.

"Owner's Representative" shall be the Owner's Project Manager.

"Owner's Senior Representative" shall be the Water Utilities Director or Deputy Director, as directed by the Owner.

"Project" - The entire design and construction to be performed as provided in the Contract Documents.

"Resident Project Representative" - The resident project representative shall be in attendance at the project site during performance of the Work and shall represent the Owner. Communications given to the resident project representative or decisions made by the resident project representative shall be as binding as if given to or made by the Owner. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed or requested in writing in each case.

"Shop Drawings" - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or on behalf of the Construction Manager to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Construction Manager to illustrate material or equipment for some portion of the Work.

"Specifications" - (Same definition as for Technical Specifications hereinafter).

"Subcontractor" An individual, firm, or corporation having a direct contract with the Construction Manager or with any other Subcontractor of the Construction Manager for the performance of a part of the Work at the Site. For purposes of this Agreement, Subcontractor includes any Design subconsultants.

"Substantial Completion" - The date as determined by the Owner but which determination shall not be unreasonably withheld, as evidenced by the Owner's definitive Certificate of Substantial Completion, when the construction of the entire Project (or a specified part thereof) is sufficiently completed, in accordance with the Contract Documents, so that the entire Project (or a specified **part**) can be utilized for the purposes for which it is intended. When the entire Project is considered to be Substantially Complete, this does not constitute Final Completion or Final Acceptance of the entire Project.

"Supplier" - A manufacturer, fabricator, provider, distributor, materialman or vendor.

"Technical Specifications" - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of materials, equipment, products, supplies, manufactured articles, standards and the execution of the Work.

"Unbalanced Bid Items" – Bid items in which the unit prices are not in line with industry standards or averages for the items. In order for a bid to be balanced each item must carry its proportionate share of direct cost, overhead, and profit. Unbalanced items which are installed and billed at the beginning of a project also result in "front-end loading."

"Underground Utilities" - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage

removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

“Work” - Comprised of all Construction Manager’s construction and other services required by the Contract Documents, including, but not limited to, procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

"Work Directive" - A written directive to the Construction Manager, issued on or after the Effective Date of the Agreement, and signed by the County, ordering an addition, deletion or revision in the Work in response to an emergency or in the case of an inability to agree upon the amount of compensation of a requested change. The Construction Manager shall proceed upon receipt of a Work Directive to complete the work on a "cost plus" basis in accordance with Article 44, Paragraph A.3.C. A Work Directive may not change the Contract Price or Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price and/or Contract Time.

"Written Amendment" - A written amendment of the Contract Documents, executed by the County and the Construction Manager on or after the Effective Date of the Agreement, becomes a part of the Contract Document and specifies the scope of work, duration, total GMP, liquidated damages, and schedule to be constructed by Construction Manager in accordance with the terms of the Agreement.

2. Preliminary Matters

2.1 When the Construction Manager delivers the signed Agreement to the County, the Construction Manager shall also deliver to the County such Bonds and Insurance Policies, Certificates or other documents as the Construction Manager may be required to furnish in accordance with the Contract Documents.

The County will furnish to the Construction Manager three (3) copies of the Contract Documents. Additional quantities of the Contract Documents will be furnished at reproduction cost.

The County and the Construction Manager have the option to mutually agree to implement a partnering cooperative approach to problem solving, as more fully set forth below.

Voluntary Partnering - The objective of partnering is to establish a partnership charter and action plan between the County and Construction Manager to identify and achieve reciprocal goals. This partnership will not change the legal relationship of the parties to the Agreement nor relieve either party from any of the terms of the Agreement. This partnership will be bilateral in make-up and only if participation is desired by the Contractor. Any cost associated with developing this partnership must be agreed to by both parties, in writing and will be shared equally.

If both the County and Construction Manager agree to partnering, the County’s representative and the Construction Manager’s representative will meet and plan a partnering development seminar/team building workshop. At this planning session, arrangements will be made to select a facilitator, determine workshop attendees, and develop an agenda and location. Participants shall include the Architect/Engineer and key project personnel, representatives of the subcontractors, utilities, regulatory agencies and others will be invited. Management personnel consisting of the Director-level head of the Division or Department and a Corporate Officer or other person representing ownership of the Construction Manager, and of the Architect/Engineer of Record shall also participate in the partnering workshop and its implementation.

Follow-up workshops may be held throughout the duration of the Agreement as agreed to by the County and Construction Manager.

General Services.

2.2.1 Construction Manager's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Construction Manager's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Construction Manager at Risk. Construction Manager's Representative may be replaced only with the mutual agreement of Owner and Construction Manager.

2.2.2 Construction Manager shall provide Owner with a monthly status report detailing the progress of the Work, including, but not limited to; (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the Construction Manager and Owner contingency accounts; and (v) other items that require resolution so as not to jeopardize Construction Manager's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.2.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Construction Manager shall prepare and submit, at least three (3) days prior to the meeting contemplated by GC Article 2.2.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Construction Manager to achieve the Contract Time(s) and indicate schedule variance, if any, and month-on-month trends within the schedule. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Construction Manager of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Construction Manager of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.3 Authorized Representatives

2.3.1 Before starting Work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority ("CM's Authorized Representative"). At the Preconstruction Conference, Construction Manager shall provide resumes of key personnel for Owner's approval. Construction Manager shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Owner designates the Facilities Development and Operations Department Capital Improvements Director, or designee, as the authorized contract representative who has limited authority to act for the Owner ("Owner's Authorized Representative"). Facility Users (as that term is defined in SC2 of the Special Conditions) are not authorized Owner representatives. Any work performed by the

Construction Manager without proper authorization or at the sole direction of a User, is performed at the Construction Manager's risk, and the County shall have no obligation to compensate the Construction Manager for such work. The Owner has the right to assign various responsibilities of the Owner to the Owner's Architect/Engineer of Record, and can do so at any time during the duration of this Contract with written notice to the Construction Manager. The Construction Manager agrees to cooperate with Owner's Architect/Engineer.

2.3.2 The Construction Manager's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, or no reason at all, unacceptable to the Owner, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Owner at no additional cost to the Owner.

2.4 Not Used.

2.5 Laws and Regulations.

2.5.1 Construction Manager shall perform the Work in accordance with all Laws and Regulations and shall provide all notices applicable to the Work as required by all applicable Laws and Regulations.

2.5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

2.5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Owner who will issue such instructions as may be necessary.

2.5.4 However, it shall not be grounds for a change order that the Construction Manager was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

2.5.5 Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency.

2.6 Standards and Codes

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

2.7 Code Related Inspections

2.7.1 The Construction Manager recognizes that the Palm Beach County Department of Planning, Zoning, and Building (PZ&B) is a separate department within the County that is charged with the

inspection of improvements to real property for code compliance. If the improvements to be made by the Construction Manager pursuant to this Contract will be subject to inspection by PZ&B, the Construction Manager agrees that it will not assert, as a County caused delay or as a defense of any delay on the part of the Construction Manager, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's Work.

2.8 Government Approvals and Permits.

2.8.1 Construction Manager shall obtain on Owner's behalf, and Owner shall pay for all necessary permits, approvals, licenses (software licenses excluded), government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.5.2 Construction Manager shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are required for the Project.

3. Before Starting Construction

3.1 Coordination and Correlation of Drawings and Specifications

3.1.1 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.

3.1.2 The Construction Manager represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Construction Manager's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

3.1.3 The Construction Manager shall submit to the Owner for review those documents identified in the Contract Documents. Before undertaking each part of the Work, the Construction Manager shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Construction Manager shall notify the Owner, in writing, of all conflicts, errors, inconsistencies, or omissions which they may discover; and obtain specific instructions in writing from the Owner before proceeding with any part of the Work affected thereby. The Construction Manager shall not take advantage of any apparent error or omission which may be found in the Contract Documents, but the Owner shall be entitled to make such corrections therein and interpretations thereof in writing, as it may determine to be necessary for the fulfillment of their intent. The Construction Manager shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at their own expense all Work improperly constructed through failure to notify the Owner and request specific instructions.

4. Construction Manager's Construction Phase Services

4.1 Preconstruction Conference: Following the execution of the Agreement and prior to start of construction, a pre-construction conference will be scheduled by the Owner and Construction Manager,

which must be attended by the Construction Manager and Owner. This conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions, and to establish a working understanding between the Parties as to the Project. This conference may include representatives of the County, local utilities, regulatory agencies, other contractors performing work in the area for the County, and any other party that may be deemed as necessary for the orderly performance of the Work. However, this does not relieve the Construction Manager of the responsibility of contacting local utilities and any other necessary agencies or contractors.

4.2 Unless otherwise provided for in the Contract Documents the Construction Manager shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Construction Manager to complete construction of the Work consistent with the Contract Documents.

4.3 Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

4.4 Construction Manager shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Construction Manager's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Construction Manager's cost and/or time of performance.

4.5 Construction Manager assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor, including but not limited to any third-party beneficiary rights.

4.6 Construction Manager shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Construction Manager agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. Owner may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements. If any part of the Construction Manager's Work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Construction Manager unless Construction Manager gives written notice to Owner, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Owner be liable to the Construction Manager for delay damages.

4.7 Construction Manager shall keep the Site free from debris, trash and construction wastes to permit Construction Manager to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Construction Manager shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

4.8 Construction Manager's Responsibility for Project Safety.

4.8.1 Construction Manager recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Construction Manager assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Construction Manager shall, prior to commencing construction, designate Safety Representative(s) with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Construction Manager's Safety Representative(s) shall be individual(s) stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative(s) shall make routine daily inspections of the Site and shall hold weekly safety meetings with Construction Manager's personnel, Subcontractors, Owner and others as applicable.

4.8.2 Construction Manager and Subcontractors shall comply with all Laws and Regulations relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Laws and Regulations. Construction Manager will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by any applicable Laws and Regulations, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.8.3 Construction Manager's responsibility for safety under this GC Article 4.8 is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Laws and Regulations, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

4.9 Construction Manager's Warranty.

4.9.1 Construction Manager warrants to Owner that the construction of the Work, including all materials and equipment furnished as part of the construction of the Work, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Construction Manager's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this GC Article 4.9 or the Contract Documents. Construction Manager will provide Owner with an executed Form of Guarantee, attached to the Agreement as Attachment F, *Form of Guarantee*, and all manufacturers' warranties upon Substantial Completion.

4.10 Correction of Defective Work.

4.10.1 Construction Manager agrees to correct any Work that is not in conformance with the Contract Documents, including that part of the Work subject to GC Article 4.9 hereof, within a period of one (1) year from the date of Final Acceptance of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty expressly included in the Contract Documents. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the Form of Guarantee shall subject the remedied portion of the Work to an extended warranty period of one (1) year after the defect has been remedied. The surety shall be bound with and for the Construction Manager in the Construction Manager's faithful observance of the Form of Guarantee.

4.10.2 Construction Manager shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence

correction of such Defective Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Construction Manager fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Construction Manager with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Construction Manager shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

The one-year correction period referenced in GC Article 4.10.1 above applies only to Construction Manager's obligation to correct Defective Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Construction Manager's other obligations under the Contract Documents.

5. Intent and Amending Contract Documents

A. Intent

The Contract Documents comprise the entire Agreement between the County and Construction Manager concerning the Work. The Contract Documents are complementary, so that any Work exhibited in the one shall be executed just as if it has been set forth in all, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the Owner.

It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Construction Manager whether or not specifically called for.

In the event of a conflict, omission, error or discrepancy in the Contract Documents the Construction Manager shall promptly notify the Owner. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth in Article 2.0 of the Agreement.

The captions or subtitles of the several Articles and Divisions of these Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.

From time to time during the progress of the Work, the Owner may furnish supplementary drawings attached to a Change Order, a Field Order, a work Directive, or as a response to the Construction Manager's request for additional information, as they determine necessary to show changes or define the Work in more detail, and these also shall be considered as part of the Contract Documents.

B. Amending and Supplementing the Contract Documents

1. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - a. A formal Written Amendment
 - b. A Change Order
 - c. A Field Order
 - d. A work Directive

As indicated in Articles 44 and 49, Contract Price and Contract Time may be changed by a Change Order or an Amendment.

2. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
 - a. A Field Order
 - b. The Owner's approval of a Shop Drawing or Sample, provided that Construction Manager has called such variation or deviation from the Contract Documents to the attention of Owner in a writing in accordance with GC 72, which specifically identifies the change.
 - c. The Owner's written interpretation or clarification of the Intent of the Contract Documents.

6. Reuse of Documents

Neither the Construction Manager, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents (or copies of any thereof) prepared by the Owner for use on the Work, and they shall not reuse any of them on extensions of the project or any other project without prior written consent of the County and the Owner.

7. Occupying Private Land

The County shall furnish, as indicated in the Contract Documents, the Lands upon which the work is to be performed, Rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Construction Manager. These Lands are shown on the Contract Drawings and it is the Construction Manager's Responsibility to perform the work within the legally described Limits of the Lands. The Construction Manager shall provide for all additional Lands and access thereto required for temporary Construction facilities or storage of equipment and materials.

The Construction Manager shall not (except after written consent from the proper parties) enter or occupy with personnel, tools, equipment or materials, any land outside the rights-of-way or property of the County. Upon request of the County, the Construction Manager shall give a copy of the written consent to the County.

8. Work in State and County Rights-of-Way and Easements

When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the Construction Manager shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

9. Work Adjacent to Telephone, Power, Water, Sewer, Drainage Cable TV and Gas Company Structures

In all cases where Work is to be performed near utilities including, but not limited to, telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Construction Manager shall provide written notification to the respective companies of the areas in which Work is to be performed, prior to

the actual performance of any Work in these areas, and shall take all actions necessary to protect such facilities from damage.

10. Use of Public Streets

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the Construction Manager and the streets cleaned to the satisfaction of the Owner and the County Engineering Department, the Florida Department of Transportation, or other local agency having jurisdiction, as applicable.

11. Subsurface Investigation

In the preparation of the Contract Documents, the Owner has relied on the reports and tests of subsurface conditions taken at the job site. Such reports are not guaranteed as to their accuracy or completeness and are not part of the Contract Documents.

The County does not warrant or guarantee the accuracy or correctness of this material with respect to actual subsurface conditions.

The Construction Manager shall be responsible for having determined to their satisfaction, the nature and location of the Work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work. The prices established for the Work to be done will reflect all costs pertaining to the Work.

12. Obstructions

The information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the site and reports of prior property ownership of the site are based on information and data furnished to the County by the owners of such Underground Utilities or others. The County is not responsible for the accuracy or completeness of any such information or data, and the Construction Manager shall have full responsibility for reviewing, checking and verifying all such information and data, for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price.

All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across all excavations. Where it is necessary to temporarily interrupt services, the Construction Manager shall notify the Owner or occupant of such facilities, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Construction Manager shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The Construction Manager shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Construction Manager prior to performing the Work. The Construction Manager shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the Owner in order that necessary changes may be made to permit installation of the Work.

13. Dimensions of Existing Structures

Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the Construction Manager shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

14. Elevation Datum

The datum adopted for the Project is NAVD of 1988. All elevations refer to this datum.

15. Work to Conform

During its progress and on its completion, all Work shall conform to the lines, levels, and grades indicated on the Drawings or given by the Owner and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Contract Documents and the written instructions or written directions given from time to time by the Owner. In no case shall any Work in excess of the requirements of the Contract Documents be paid for unless so approved in writing by an appropriately executed change order, work directive or written amendment.

All Work done without written instructions having been given by the Owner, done without proper lines or levels, or done during the absence of the Owner, or his agent, will not be estimated or paid for except when such Work is authorized in writing by an appropriately executed change order, work Directive or written amendment. Work so done may be ordered uncovered or taken down, removed and replaced entirely at the Construction Manager's expense.

16. Location of Proposed Work

Piping and structures to be installed by Construction Manager, will be located substantially as indicated on the Drawings, but the right is reserved by the County, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Construction Manager's convenience and does not relieve the Construction Manager from laying and jointing different or additional items where required without additional compensation. Construction Manager shall be entitled to compensation if County directs a change in location of piping or structures that results in an increase in the quantity of materials or depth of excavation.

17. Bonds

The bond requirements may be waived where permissible under applicable law.

The Construction Manager shall, upon delivery of the executed Agreement with the County, deposit with the County a Public Construction Bond, in the form included in these documents, providing for the satisfactory completion of the Work and providing security for payment of all persons performing labor in connection with this Agreement. Such bond shall be furnished in an amount equal to 100% of the value of construction as security for the performance and payment of all Construction Managers' obligations under the Contract Documents and shall be recorded by Construction Manager in the public records of Palm Beach County. The form and conditions of the Bond and the Surety shall be acceptable to the County. As soon as possible after award of the Agreement, Construction Manager shall deliver to County a certified copy of the recorded Public Construction Bond or, when applicable, the recorded Payment and Performance bonds. **No payment will be made for the Work performed under the Contract Documents until a certified copy of the appropriate bond(s) has been delivered to County.**

The bond shall be written by a Surety Company of recognized standing, licensed to do business in the State of Florida, and having a resident agent in the State of Florida. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, current revision, entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bond shall be executed by an Attorney-in-Fact for the Surety Company with a certified copy of his Power of Attorney attached to the Bonds.

The bonding limit of the Surety Company shall not exceed the limits indicated in the U.S. Department of Treasury listing unless the Surety Company submits a "reinsurance agreement form" indicating the amount above the bonding limit is insured by another Surety Company also on the U.S. Department of Treasury listing.

If the Surety Company on any Bond furnished to the County is declared, upon notification of the Insurance Agent, as bankrupt or becomes insolvent or its right or license to do business is terminated in the State of Florida, or it ceases to meet any of the requirements stated herein, the Construction Manager shall within ten (10) working days thereafter substitute another Bond and Surety Company at no cost to the County, both of which must be acceptable to the County. If the project is declared more than 90% complete by the County at the time of the Surety's bankruptcy or insolvency, the Construction Manager may, at the County's option, obtain a Maintenance Bond in the amount of 100% of the project cost, for the one (1) year warranty period from the date of Final Acceptance. The Maintenance Bond shall be submitted on the form provided by the County and shall comply with all of the requirements for Public Construction Bond stated herein.

Failure by the Construction Manager to substitute satisfactory Bonds under this Article shall result in any or all of the following actions by the County:

1. Withholding of all applications for payment until satisfactory bonds are received and accepted, and/or;
2. Default in the Agreement and cancellation as provided for in the Agreement's default clause, and/or;
3. Suspension of the Construction Manager's name from the County's bid list for a period of not less than three (3) years from the date of Surety or Agreement default.

18. Construction Manager's Insurance

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

The requirement contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Agreement.

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

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

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

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

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

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

PROFESSIONAL LIABILITY With respect to any of the work involving architecture, engineering, or design, the Construction Manager shall maintain professional liability insurance. Through annual renewals the coverage shall remain in force for three (3) years after Substantial Completion. Construction Manager agrees this coverage shall be provided on a primary basis.

BUILDERS RISK With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project, the Construction Manager shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also

cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit. Coverage shall be written on a All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

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

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

INLAND MARINE/TRANSIT INSURANCE With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Construction Manager shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis. The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Construction Manager and County mutually consent to the termination, whichever occurs first. The Construction Manager agrees and understands the County shall not provide any inland marine or transit insurance on behalf of Construction Manager for loss or damage to work, or to any other property of owned, hired, or borrowed by the Construction Manager. In addition, the Construction Manager agrees that they shall be responsible for all policy deductibles.

DRONE – UNMANNED AIRCRAFT SYSTEMS (UAS) Insurance Requirements will be needed for the use of UAS's. An operator has legal liability. UAS Liability insurance of \$1 million per occurrence, \$2 million aggregate. This coverage includes property damage, injury to persons, personal injury (invasion of privacy), medical expenses, premises liability and war perils such as damage sustained from a malicious act.

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

ADDITIONAL INSURED The Construction Manager agrees to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Construction Manager, except for Worker's Compensation, Business Auto Liability, and Professional Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, Builder's

Risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Construction Manager. The endorsement shall read "Palm Beach County Board of County Commissioners". The Construction Manager shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

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

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

RIGHT TO REVIEW & ADJUST The Construction Manager shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required certificates of insurance, including limits, coverage, or endorsements, hereunder from time to time throughout the life of this Agreement. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Construction Manager written notice of such adjusted limits and Construction Manager shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment. However, should the County choose to increase the listed insurance limits identified in the "Insurance Coverage & Limit Table" below, County shall issue a change order for the increased premium costs (if any).

NO REPRESENTATION OF COVERAGE ADEQUACY: The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Construction Manager agrees in no way should he coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Construction Manager against any loss exposures, whether as a result of the construction project or otherwise. The County does not represent that the coverage and limits in the table set forth below are sufficient to protect the Construction Manager against any loss exposures, whether as a result of the construction project or otherwise.

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

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Agreement, the Construction Manager shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereof is in effect. Construction Manager shall agree not continue to work pursuant to this Agreement unless all required

insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Construction Manager or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Construction Manager until coverage is reinstated. If the Construction Manager fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Construction Manager's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Reserved.
2. Shall clearly indicate project name and project number to which it applies.
3. Reserved.
4. Evidence of renewal coverage must be provided at least fourteen (14) days in advance of any policy that may expire during the term of this Agreement.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee or an additional insured on the Builders Risk and any Inland Marine coverages.
6. Construction Manager shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

Palm Beach County
Water Utilities Department
Director of Engineering Division
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

The County will correspond directly with Construction Manager to convey insurance deficiencies, policy renewal requests and any other insurance documentation needed in order to establish full compliance with the insurance requirements of the Agreement. In the event that County elects to utilize a third-party for insurance tracking, County will provide notice to Construction Manager of said election and relevant address information.

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

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

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

INSURANCE COVERAGE & LIMIT TABLE				
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE	CONTRACTS \$1,000,000 OR MORE	CONTRACTS \$5,000,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$500,000 per occurrence Yes	\$1,000,000 per occurrence Yes	\$1,000,000 per occurrence \$5,000,000 aggregate Yes	\$5,000,000 per occurrence \$10,000,000 aggregate Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$5,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employers Liability Minimum Limits:	Statutory \$500,000/\$500,000/\$500,000 Yes			
<u>WATERCRAFT LIABILITY:</u> <i>Limit of Liability not less than:</i> <i>Additional Insured endorsement required:</i>	\$5,000,000 per occurrence Yes			
<u>AIRCRAFT LIABILITY:</u> <i>When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than:</i> <i>Additional Insured endorsement required:</i>	\$1,000,000 per passenger Yes			
<u>INLAND MARINE/TRANSIT COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes			
<u>BUILDERS RISK:</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement cover until final acceptance of the project by Certificate of Occupancy by the Owner.	The total project completed construction value as well as subsequent modifications to that sum. Yes Yes			

INSURANCE COVERAGE & LIMIT TABLE	
Additional Insured & Loss Payee endorsements required:	Yes
<u>DRONE COVERAGE:</u> Limit not less than:	\$1,000,000 per occurrence \$2,000,000 aggregate
Additional Insured endorsement required:	Yes

19. Construction Manager's & Owner's Responsibility

19.1 Construction Manager's Responsibility

The Construction Manager shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The County and the Construction Manager have agreed to use a partnering cooperative approach to problem solving (See GC 2). The Construction Manager shall be solely and wholly responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The Construction Manager shall be responsible to see that the finished Work complies accurately with the Contract Documents and for the good condition of the Work and materials until Final Acceptance by the County. The Construction Manager shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Substantial Completion.

The Construction Manager shall designate in writing and keep on the Work site at all times during progress of the Work, a technically qualified construction manager, who shall not be replaced without prior written notice to the County. The construction manager shall be the Construction Manager's representative at the site and shall have full authority to act on behalf of the Construction Manager. All communications given to the construction manager shall be as binding as if given to the Construction Manager. The Construction Manager shall issue all its communications to the County.

The Construction Manager's construction manager or designee, as approved by the Owner, shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Construction Manager until such time as a construction manager or designee is again present at the site.

All materials shall be supplied and the Work shall be done in accordance with the rules, requirements, regulations and directives of various Building Departments and such other State, County, or City Departments having jurisdiction over the same and in accordance with the requirements of the representatives of the mortgagee or mortgagees, if any, or any other governmental bureau, agency, or department interested in this job either directly or indirectly. Construction Manager shall be responsible for making himself aware of any laws or ordinances which may affect Construction Manager's access to the project, the times of day when Construction Manager may perform the work, or in any other way affect Construction Manager's performance of the Work. County will not be liable to Construction Manager for any action of any other governmental or private entity or agency which impacts Construction Manager's costs or schedule for completing the Work. Construction Manager shall be entitled to schedule relief due to unanticipated permit review periods beyond the time periods shown in Design Builder's contract schedule.

Except as otherwise provided in this Article, the Construction Manager shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, even though such overtime work may be required under emergency conditions. Additional compensation will be paid to the Construction Manager for overtime work only in the event extra work is ordered by the Owner and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Construction Manager for overtime work of a similar nature in the same locality.

All costs of field observations, inspection and testing performed by the Owner during overtime work by the Construction Manager which is allowed solely for the convenience of the Construction Manager shall be borne by the Construction Manager, based upon Owner's salary rates plus fringe benefits, overhead, profit and indirect costs. The County shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Construction Manager.

Unless otherwise specified in the Contract Documents, the Construction Manager shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, drainage, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and Final Completion of the Work. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Construction Manager, without special instruction or authorization from County, is obligated to act to prevent threatened damage, injury or loss. Construction Manager shall give Owner prompt written notice if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive or Change Order will be issued to document the consequences of the changes or variations.

19.2 Owner's Services and Responsibilities

19.2.1 Duty to Cooperate.

19.2.1.1 Owner shall, throughout the performance of the Work, cooperate with Construction Manager and perform its responsibilities, obligations and services in a timely manner to facilitate Construction Manager's timely and efficient performance of the Work and so as not to delay or interfere with Construction Manager's performance of its obligations under the Contract Documents.

19.2.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Construction Manager's schedule.

19.2.1.3 Owner shall give Construction Manager timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

19.2.2 Furnishing of Services and Information.

19.2.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Construction Manager's information and use the following, all of which shall be verified and validated by Construction Manager is entitled to rely upon in performing the Work:

19.2.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

19.2.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

19.2.2.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Construction Manager to perform the Work;

19.2.2.4 A legal description of the Site;

19.2.2.5 To the extent available, record drawings of any existing structures at the Site; and

19.2.2.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

19.2.3 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Construction Manager to timely perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

19.3 Financial Information.

Construction Manager shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Construction Manager shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Construction Manager to assume obligations or responsibilities greater than those existing obligations Construction Manager has under the Contract Documents.

19.4 Owner's Representative.

19.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Construction Manager to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Construction Manager with prompt notice if it observes any failure on the part of Construction Manager to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Construction Manager and shall be vested with the authority to act on behalf of Owner.

19.5 Government Approvals and Permits.

19.5.1 Owner shall pay for all necessary permits, approvals, licenses (software licenses excluded), government charges and inspection fees. The Construction Manager shall prepare and submit for any required permits on behalf of the Owner. Owner shall be responsible for the payment of permit fees. As set forth in the Scope of Work attached to the Agreement as Attachment A, Construction Manager shall prepare a permitting responsibility matrix informing Owner which payments are required.

19.5.2 Owner shall provide reasonable assistance to Construction Manager in obtaining those permits, approvals and licenses that are Construction Manager's responsibility.

19.6 Owner's Separate Contractors.

19.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to reasonably interfere with, Construction Manager in order to enable Construction Manager to timely complete the Work consistent with the Contract Documents.

20. Discontinuance of Construction/Suspension

The Construction Manager agrees and guarantees to perform the above mentioned Work in accordance with the terms stated herein, irrespective of any strikes, lockouts, or stoppages, and the Construction Manager shall not employ workers, means, materials, or equipment which may cause strikes, work stoppages, or any disturbances by workers employed by the Construction Manager.

In the event the County is prevented from proceeding with any or all of this Work as stated in this Agreement, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the County's control, then the County herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the Construction Manager herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the County herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

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

Upon receipt of any such notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

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

1. A standby charge to be paid to Construction Manager during the period of suspension of Work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and

4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

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

21. Warranty

The Construction Manager warrants that the Work and service to be performed under the Agreement and all workmanship, materials, and equipment performed, furnished, used, or installed in the Work shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Agreement shall be fulfilled. The Construction Manager shall remedy all defects in the Work and shall repair, correct, or replace all damage to the other Work, persons or property resulting from failures covered by the warranty. The warranty shall remain in effect for one (1) year from the date of Final Acceptance unless a longer period is specified. The County shall give written notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the warranty period and remaining after its expiration shall be considered as part of the obligations of the warranty, but only if County has provided Construction Manager with timely written notice during the warranty period. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall extend the warranty period for that specific defect for one (1) year after the defect has been remedied. The Surety shall be bound with and for the Construction Manager in the Construction Manager's performance of the warranty obligations.

22. Field Layout of Work

All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the Owner in writing. To the extent such lines and grades are provided by the County, the elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

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

The Construction Manager shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from their negligence, the Construction Manager shall be held liable for any expense and damage proximately

resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the Construction Manager; and all reference ties recorded shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

23. Specifications

Where any materials, articles, items, equipment, or processes are specified by one or more trade or brand names, the substitution of unnamed materials, articles, items, equipment, or processes will not be allowed. Where the words "equivalent", "proper", "equal to", or "or Equal" are used, they shall be understood to mean that the referred to materials, items, equipment, articles or processes shall be the equivalent of, or equal to some other materials, items, equipment, articles or processes in the opinion or judgment of the Owner. Unless otherwise specified, all materials, items, equipment, articles or processes shall be the best of their respective kinds and shall be in all cases, fully equal to samples acceptable to the Owner. Even though the words "or equal" or other such expressions may be used in the Specifications, unless a substitute is accepted in writing by the Owner, the Owner shall have the right to require the use of such specifically designated material, equipment, items, articles or processes named in the Specifications.

24. Handling and Distribution

The Construction Manager shall, at his own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Construction Manager.

25. Storage of Materials

Suitable storage facilities shall be furnished by the Construction Manager. All materials, supplies and equipment intended for use in the Work shall be stored by the Construction Manager in accordance with the recommendations of the associated manufacturer or supplier to prevent damage from exposure, contamination by foreign substances, or vandalism. The Owner may refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials, supplies and equipment found unfit for use shall not be incorporated in the Work and shall immediately be removed from the construction or storage site and replaced at no cost to the County.

Should the Construction Manager build temporary structures for housing workers, tools, machinery and supplies, they shall be permitted only at places acceptable under Local codes, Ordinances, Laws, Rules, and Regulations, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the Work, all such structure shall be removed in their entirety, together with all rubbish and trash, at the expense of the Construction Manager.

The Construction Manager shall, at its own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Construction Manager.

26. Salvaged Materials

In the absence of special provisions to the Agreement, salvaged materials, equipment or supplies that occur are the property of the County and shall be stored as directed by the Owner, or shall be properly disposed of by the Construction Manager at their sole cost, if directed by the Owner.

27. Subcontracts

As soon as practical after execution of the Agreement, the Construction Manager shall notify the Owner and request approval in writing, of the use of Subcontractors proposed for the Work and shall not employ any that the Owner may, within a reasonable time, determine are not performing the work in strict conformance with the Contract Documents, or approved changes thereto.

The Construction Manager agrees that they are as fully responsible to the County for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the County.

The Construction Manager shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Construction Manager by the terms of the General Conditions, the Supplemental General Conditions (if used) and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Construction Manager the same power as regards to terminating any subcontract that the County may exercise over the Construction Manager under any provision of the Contract Documents. The Construction Manager shall only contract with bondable Subcontractors if the Subcontractor is performing work that represents more than 15% of the Work.

28. Permits

The Construction Manager shall assist the County in preparing applications for and in obtaining any environmental permits as may be necessary for the prosecution of the Work.

The Construction Manager shall obtain all other necessary permits, licenses, royalties, inspections and certificates pertaining to the Work, including having a design professional, licensed in Florida, sign and seal the design drawings, engineering reports, permit applications, record drawings and final certification and shall comply with all Laws and Regulations, whether or not provided by the Drawings, Technical Specifications, General conditions or other parts of the Contract Documents without additional charge or expense to the County and shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of the Work.

Construction Manager shall provide the Owner with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Construction Manager shall notify the Owner, and Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with the change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Construction Manager of all additional cost and time, and the Construction Manager shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall the Construction Manager recover delay or consequential damages.

The Construction Manager shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Owner of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Construction Manager shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. Construction Manager shall maintain at

the site of the work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Owner, as well as all trades performing at the Project, access thereto.

29. Employees

All labor described in these Specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

Any person employed on the Work who fails, refuses or neglects to obey the instructions of the Construction Manager in anything relating to this Work, or who appears to the Construction Manager to be disorderly, intoxicated, insubordinate, unfaithful or incompetent, shall upon the order of said Construction Manager, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the Owner or their inspectors by the Construction Manager or his employees, shall be authority for the County to annul the Agreement and re-let the Work. No intoxicating substance shall be allowed on the Work site.

30. Florida Products and Labor

The Construction Manager's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

31. Equal Employment Opportunity

The Construction Manager warrants and represents that all of its employees or applicants for employment are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

32. Sanitary Regulations

The Construction Manager shall provide adequate sanitary conveniences for the use of those employed on the Work. Such conveniences shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such a manner as may be required by Local codes, Ordinances, Laws, Rules and Regulations.

The Construction Manager shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. They shall prohibit the committing of nuisances on the site of the Work, on the lands of the County, or on adjacent property.

The County shall have the right to inspect any building or other facility erected, maintained, or used by the Construction Manager, to determine compliance with these Sanitary Regulations.

33. Taxes

The Construction Manager shall pay all sales, consumer, use, and other similar taxes required to be paid by the Construction Manager in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

34. Construction Manager's Use of Premises and Commercial Activities

The Construction Manager's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

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

35. Accident Prevention

No laborer or mechanic employed in the performance of this Project shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Construction Manager shall appoint a qualified and experienced safety representative and shall exercise proper caution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the work site, which occur as a result of their prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Construction Manager shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Construction Manager shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Agreement. The Construction Manager shall promptly furnish the Local Public Agency with reports concerning these matters.

36. Precautions During Adverse Weather Prior to Substantial Completion

During adverse weather, and against the possibility thereof, the Construction Manager shall take all necessary precautions to perform the Work in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The Construction Manager shall be responsible for procuring a builders risk insurance policy to address all changes caused by adverse weather, including unusually high winds and water levels. Impacts from adverse weather which are not covered by the builders risk policy may be considered a force majeure condition subject to cost and schedule relief.

The Construction Manager may suspend construction operations at any time when, in their judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

37. Indemnification

Pursuant to F.S. Chapter 725.06 and 725.08, Construction Manager shall indemnify and hold harmless the County, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the

Construction Manager in the performance of the Work. Construction Manager further agrees to indemnify and save harmless the County and Owner's Representative from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the County or Owner's Representative on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the County or the Owner's Representative for the infringement by the Construction Manager of any and all patents or patent rights claimed by any person, firm, or corporation.

The Construction Manager covenants to obtain, maintain and/or pay for such general liability insurance coverage relative to the general indemnity provisions of this paragraph and other contractual indemnities expressly set forth in this Agreement.

38. Non-assignable

Neither this Agreement, nor any monies due hereunder, or any part thereof, shall be assigned, transferred, or sublet by Construction Manager, nor shall County be liable to any assignee or transferee, or sublease, without the written consent of the County, and without consent to the assignment, transfer, or sublease, the County shall not release or discharge Construction Manager from any obligation hereunder. County shall not consider its approval to an assignment unless the surety on the Public Construction Bond has informed the County in writing that it consents to the assignment.

39. Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

40. Confidentiality

In the performance of the Work, the Construction Manager may be exposed to the confidential information of the County and others. The Construction Manager shall not disclose to anyone not employed by the County nor use, except on behalf of the County, any such confidential information acquired by it in the performance of the Work except as authorized by the County in writing and, regardless of the term of this Agreement, the Construction Manager shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the County's business and information concerning the Work (either directly or indirectly disclosed to it or developed by it in the performance of the Work) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction. The Construction Manager also agrees that it will not disclose to the County any information it holds subject to any obligation or confidence to any third persons or parties.

41. Work by Others

The County may perform additional Work related to the Project by itself, or they may let other direct contracts which shall contain General Conditions similar to these. The Construction Manager shall afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work themselves), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate the Construction Manager's Work with theirs.

If any part of the Construction Manager's Work depends on proper execution or results upon the Work of any such other contractor (or County), the Construction Manager shall inspect and promptly report to the Owner, in writing, any defects or deficiencies in such Work that render it unsuitable for such

proper execution and results. Their failure to so report shall constitute an acceptance of the other Work as fit and proper for the reception of their Work except as to defects and deficiencies, which may appear in the other Work after the execution of the Work under this Agreement.

The Construction Manager shall do all cutting, fitting and patching of their Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The Construction Manager shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Owner and of the other contractors whose Work will be affected.

If the performance of additional Work by other contractors or the County is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to the Construction Manager by the Owner prior to starting any such additional Work.

42. Owner's Responsibility

The supervision of the execution of this Agreement is vested wholly in the Construction Manager. The orders, instructions, directions, or requests of the County are to be given through the County or its agents. The Construction Manager shall designate a representative to receive such instructions, directions or requests in their absence and, failing to do so, will be held responsible for the execution of them.

The Owner shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Construction Manager to carry out orders given to perform any or all provisions of the Agreement. This right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Construction Manager or any other party. Except as provided in the Contract Documents, the Construction Manager shall not suspend the Work and shall not remove any equipment, tools, lumber or other materials without the written permission of the County.

The County shall have free access to the materials and the Work at all times for measuring or observing the same, and the Construction Manager shall afford them all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, the Owner shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; not be responsible for the construction means, methods, procedures, techniques and sequences of construction and will not be responsible for the Construction Manager's failure to perform the construction Work in accordance with the Contract Documents; not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of on-site observations, as an experienced and qualified design professional, will keep the County informed of the progress of the Work, will endeavor to guard the County against defects and deficiencies in the Work of the Construction Manager and may reject Work as failing to conform to the Contract Documents.
2. Issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Owner may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

3. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data, which the Construction Manager is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and assemble written guarantees, which are required by the Contract Documents.
4. Consult with and advise the County, act as the County's representative at the project site, issue all instructions of the County to the Construction Manager and prepare routine change orders as required.
5. Based on on-site observations, as an experienced and qualified design professional and on the review of the Construction Manager's applications for payment, determine the amount owing to the Construction Manager and approve in writing payment to the Construction Manager in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review of data comprising such applications, that the Work has progressed to the point indicated and that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the approval. Such partial and final payments will be as specified elsewhere herein except as modified in this paragraph.
6. Conduct, in the company of the County, a final inspection and an "eleventh month inspection" of the Project for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and recommend to the County, in writing, acceptance of the Project for ownership and final payment to the Construction Manager in accordance with Article 59 "Final Payment and Acceptance."

The Owner will be the initial interpreter of the requirements of the Contract Documents.

Owner will determine the actual quantities and classifications of Unit Price Work performed by Construction Manager. Owner will review with Construction Manager the Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Owner has agreed to participate in the use of a partnering cooperative approach to problem solving.

Neither the Owner's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the Owner, in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the Owner to the Construction Manager, any Subcontractor, any Supplier, any Surety, or any other person or organization performing any of the Work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as reviewed", "as approved", or terms of the like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review, or judgment of the Owner as to the Work, it is intended that such requirements, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Owner any duty or authority to undertake responsibility.

The authority and duties of the resident project representative are limited to examining the material furnished, observing the Work done, and reporting their findings to the Owner. The Owner does not underwrite, guarantee or insure the Work done by the Construction Manager. It is the Construction

Manager's responsibility to perform the Work in all details in accordance with the Contract Documents. Failure by the Owner or by any inspectors or other representatives of the County engaged in on-site observation to discover defects or deficiencies in the Work of the Construction Manager shall never, under any circumstances, relieve the Construction Manager from their liability to the County. Inspectors shall have no authority to permit deviations from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Owner.

The Owner, their representatives, employees, or any resident project representative in employment of the Owner shall have no authority to supervise, direct, expedite or otherwise control and instruct or order the Construction Manager or their employees in the fulfillment of the Construction Manager's obligation. The County's instructions, orders, directions and/or orders to the Construction Manager shall be given only through the County's employees or agents.

The Owner shall have the authority to disapprove or reject work which the Owner believes to be defective or that the Owner believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the construction of the completed Project as a functioning whole as indicated by the Contract Documents. The Owner shall also have the authority to require special inspections or testing of the Work as provided in Article 51 of these specifications, whether the Work is fabricated, installed or completed.

If any Work (including the Work of Subcontractors) that is to be inspected, tested or approved is covered without written concurrence of the Owner, it must, if requested by the Owner, be uncovered for observation. Such uncovering shall be at the Construction Manager's sole expense unless the Construction Manager has given the Owner timely notice of the Construction Manager's intention to perform such test or to cover the same and the Owner has not acted with five (5) days in response to such notice.

If any Work is covered contrary to the written request of the Owner, it must, if requested by the Owner, be uncovered for the Owner's observation and replaced at the Construction Manager's sole expense.

If the Owner considers it necessary or advisable that covered Work be observed by the Owner or inspected or tested by others, the Construction Manager, at the Owner's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Construction Manager shall bear all direct, indirect and consequential costs and damages of such uncovering, exposure, observation, inspection and testing and of satisfactory re-construction, including but not limited to fees and charges of engineers, attorneys and other professionals.

However if such Work is found not to be defective, the Construction Manager shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and re-construction; and if the parties are unable to agree as to the amount or extent thereof, the Construction Manager may make a claim as provided in Articles 44 and 49.

The payment of any compensation, regardless of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Construction Manager to any project representative, is strictly prohibited and any such act on the part of the Construction Manager will constitute a violation of the Agreement.

43. Changes in the Work

Without invalidating the Agreement and without notice to any Surety, County may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written

Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Construction Manager shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

If County and Construction Manager are unable to agree on the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made thereof as provided in Article **44** or Article **49**.

Construction Manager shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided, except in the case of an emergency as provided in Article **19**.

County and Construction Manager shall execute appropriate Change Orders (or Written Amendments) covering:

- A. Changes in the Work which are ordered by County, or are required because of acceptance of defective work under Article **51** or correcting defective Work under Article **53**, or are agreed to in writing by the parties;
- B. Changes in the Contract Price or Contract Time which are agreed to in writing by the parties; and,
- C. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by Owner pursuant to ADR, provided that, in lieu of executing any such Change Order, Construction Manager or County may litigate any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such ADR and litigations, Construction Manager shall carry on with the Work and adhere to the Progress Schedule as provided in Article **49**.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be Construction Manager's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

All changes to the Agreement must comply to Palm Beach County Board of County Commissioners Resolution R-89-633, any revisions thereto and any other policies enacted by the Board of County Commissioners in relation to contract changes.

44. Change of Contract Price

A. General

- 1. The Contract Price constitutes the total compensation (subject to adjustments authorized in writing) payable to Construction Manager for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Construction Manager shall be at his expense without change in the Contract Price.
- 2. The Contract Price may only be changed by a Change Order or Agreement amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Owner promptly (but in no event later than thirty (30) calendar days) after occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with

supporting data shall be delivered within sixty (60) calendar days after such occurrence (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Any claim for adjustment in the Contract Price may be determined by ADR if County and Construction Manager cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article. The County shall not be liable for any increase in the Contract Price unless Construction Manager provides documentation acceptable to the County that substantiates the request for the increase.

3. The value of any Work covered by a Change Order, Agreement amendment, or of any claim for an increase or decrease in the Contract Price shall be determined by one of the following methods:
 - a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - b. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph C.1).
 - c. On the basis of the Cost of the Work (determined as provided in paragraphs B.1 and B.2) plus a Construction Manager's Fee for overhead and profit (determined as provided in paragraphs C.1 and C.2).

The County and Construction Manager agree to use good faith efforts to determine the method to be used. However, in the event the parties cannot agree, the County shall be the final determiner of the method to be utilized.

B. Cost of the Work

1. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Construction Manager in the proper performance of the Work. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article GC 44 paragraph B.2.
 - a. Payroll costs for employees in the direct employ of Construction Manager in the performance of the Work under schedules of job classifications agreed upon by County and Construction Manager. Payroll costs for employees not employed full time in the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment compensation, excise and payroll taxes, worker's or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation pay, holiday pay, and other costs in accordance with the billing rates set forth in EXHIBIT J, Construction Hourly Labor Rates attached to the Agreement. The costs for those employees of Construction Manager performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services in accordance with the billing rates set forth in EXHIBIT J, *Construction Hourly Labor Rates* attached to the Agreement. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the County.

- b. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and supplier's field services required in connection therewith.
- c. Payments made by Construction Manager to the Subcontractors for Work performed by Subcontractors including any insurance and bond premiums incurred.
- d. Payments made by the Construction Manager to special subconsultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- e. The proportion of necessary transportation, travel and subsistence expenses of Construction Manager's employees incurred in the discharge of duties connected with the Work.
- f. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, temporary utilities and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and costs less market value of such items used but not consumed which remain the property of Construction Manager.
- g. Rentals of all construction equipment and machinery and the parts thereof whether rented from Construction Manager or others. The Construction Manager shall receive payment based upon the actual incurred daily, weekly, or monthly rental rate, maintenance, fuel and delivery costs. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for completion of the Work or any portion thereof for which the equipment, machinery or parts are specifically required.

For special equipment and machinery, owned by the Construction Manager, such as power driven pumps, concrete mixers, trucks, front-end loaders, backhoes, and tractors, or other equipment required for the economical performance of the authorized Work, the Construction Manager shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate Blue Book for Construction Equipment, published by Equipment Guide Book Co., reduced by twenty-five percent (25%). Equipment cost shall be calculated based upon the actual time used on the Work. If said Work requires the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Agreement.

- h. Sales, consumer, use or similar taxes related to the Work, and for which Construction Manager is liable, imposed by Laws and Regulations.
- i. The cost of utilities, fuel and sanitary facilities at the site.
- j. Minor expenses such as telegrams long distance phone calls, broadband and telephone service at the site, expressage and similar petty cash items in connection with the Work.

- k. Cost of premiums for Bonds and insurance required by the Contract Documents and for premiums for property insurance coverage within the limits of the deductible amounts established by County in accordance with GC Article 18.
- l. Costs for permits, royalties, licenses (software licenses excluded, with the exception of software licenses that are made part of and integrated into the Work and transferred to the County at Substantial Completion), tests and inspections incurred by Construction Manager as a requirement of the Contract Documents
- m. Accounting and data processing costs related to the Work.
- n. Warranty related costs related to the Work.
- o. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

2. The term Cost of Work shall not include any of the following:

- a. Payroll costs and other compensation of Construction Manager's officers, executives, principals (or partnerships and sole proprietorships), general managers, attorneys, auditors, and other personnel employed by Construction Manager whether at the site or in Construction Manager's principal office or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph B.1.a or specifically covered by paragraph B.1.d, all of which are considered administrative costs covered by the Construction Manager's fee.
- b. Expenses of Construction Manager's principal and branch offices other than Construction Manager's office at the site.
- c. Any part of Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work and charges against Construction Manager for delinquent payments.
- d. Costs due to the negligence of Construction Manager, any Subcontractor, or anyone directly or indirectly employed by any of them or for those acts any of them may be liable for, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- e. Other overhead or general expense costs of any kind and the costs of any items not specifically and expressly included in paragraph B.1.

C. Construction Manager's Fee

- 1. The Construction Manager's Fee allowed for overhead and profit shall be determined as follows:
 - a. A mutually acceptable fixed fee , or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:
 - (i) For costs incurred under paragraphs B.1.a, the Construction Manager's Fee shall be to be determined percent (to be determined %).
 - (ii) For costs incurred under paragraphs B.1.b, the Construction Manager's Fee shall be to be determined percent (to be determined %).

- (iii) For costs incurred under paragraphs B.1.c, B.1.g, B.1.h, B.1.i, and B.1.j the Construction Manager's Fee shall be to be determined percent (to be determined %).
 - (iv) For costs incurred under paragraphs B.1.k, B.1.e, and B.1.f the Construction Manager's Fee shall to be determined percent (to be determined %).
 - (v) No fee shall be payable on the basis of costs itemized under paragraphs B.1.d, B.1.l, B.1.m, and B.1.n.
 - (vi) For costs incurred under paragraphs B.1.o, the Construction Manager's Fee shall be to the extent approved in writing by Owner.
 - (vii) The amount of credit to be allowed by Construction Manager to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Construction Manager's Fee by an amount computed on the basis of the net decrease in cost in accordance with paragraphs C.1.b.i through C.1.b.vii, inclusive; and,
 - (viii) When both additions and credits are involved in any one change, the adjustment in Construction Manager's Fee shall be computed on the basis of the net change in accordance with paragraphs C.1.b.i through C.1.b.vii, inclusive.
2. Whenever the cost of any Work is to be determined pursuant to paragraph B.1 or B.2, Construction Manager will submit in a form acceptable to the Owner an itemized cost breakdown together with supporting data.
 3. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Construction Manager will be made by Owner. Each Unit price will be deemed to include an amount considered by Construction Manager to be adequate to cover Construction Manager's overhead and profit for each separately identified item.

Where the quantity of any item of Unit Price Work performed by Construction Manager differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is not a corresponding adjustment with respect to any other item of Work and if Construction Manager believes that Construction Manager has incurred additional expense as a result thereof, Construction Manager may make a claim for an increase in the Contract Price which may be resolved by ADR if the parties are unable to agree as to the amount of any such increase.

If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Construction Manager because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted. Nothing in this Section shall override any applicable law, regulation, policy, or anything in these Contract Documents regarding an individual's ability to bind the County to payment beyond the Contract Price.

If Owner and Construction Manager disagree upon whether Construction Manager is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Construction Manager shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process,

Construction Manager shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Construction Manager to perform the services in accordance with Owner's interpretations, Construction Manager shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Construction Manager (i) directing Construction Manager to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Construction Manager shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Construction Manager does not prejudice Construction Manager's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

45. Change Procedures

A. Minor Changes:

The Owner will advise the Construction Manager, in writing, of what Owner reasonably determines to be minor changes in the Work not involving an adjustment to Contract Price or Contract Time by issuance of a Field Order.

B. Other Changes:

1. The County may, at any time, without notice to the surety, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Agreement, including but not limited to changes:
 - a. In the Specifications (including drawings and designs);
 - b. In the time, method or manner of performance of the Work;
 - c. In the County furnished facilities, equipment, materials, services, or site; or
 - d. Directing acceleration in the performance of the Work.
2. Any other written order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the County, which causes any change, shall be treated as a change order under this clause, provided that the Construction Manager gives the County written notice not later than ten (10) calendar days after the occurrence of the event giving rise to the claim but prior to incurring any expense stating the date, circumstances, and source of the order and that the Construction Manager regards the order as a Change Order.
3. Except as provided in this Article, no order, statement, or conduct of the County shall be treated as a change under this clause or entitle the Construction Manager to an equitable adjustment, and this Article shall not allow, nor be construed to allow, a claim otherwise disallowed by the Contract Documents.
4. If any change under this clause causes an increase or decrease in the Construction Manager's cost of, or the time required for, the performance of any part of the Work under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly; provided however, that no claim for any change under Paragraph 2 above shall be allowed for any costs unless the Construction Manager gives written notice as herein required.

5. If the Construction Manager intends to assert a claim for an equitable adjustment under this clause, it must, within thirty (30) calendar days after receipt of a written Change Order under Paragraph 1 above or the furnishing of a written notice under Paragraph 2 above, submit to the County a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the County. The statement of claim hereunder may be included in the notice under Paragraph 2 above.
6. No claim by the Construction Manager for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

46. Omitted Work

The County may, at any time, by a written order, without notice to the Sureties, require the omission of such Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable change order. All Work so ordered must be omitted by the Construction Manager. The amount by which the Contract Price shall be reduced shall be determined as follows:

- a. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Agreement; or,
- b. By the appropriate lump sum price set forth in the Agreement; or,
- c. By the reasonable and fair estimated cost of such omitted Work as determined by the Construction Manager and the Owner.

47. Changes Not to Invalidate Bonds

It is distinctly agreed and understood that any changes made in the Contract Documents for Work associated with this Project (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the County to the Construction Manager shall in no way annul, release or affect the liability and surety on the Bonds given by the Construction Manager.

If notice of any change is required to be given to a Surety by the provisions of any Bond, the giving of any such notice will be the Construction Manager's responsibility, and the amount of each applicable Bond shall be adjusted accordingly and the added cost shall be paid by the County.

48. Disputes

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

In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Construction Manager from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

49. Change of Contract Time/No Damages for Delay

The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by the Construction Manager to the Owner promptly (but in no event later than 10 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) calendar days after such occurrence (unless the Owner allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Construction Manager's written statement that the adjustment claimed is the entire adjustment to which the Construction Manager has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Owner in accordance with Article 42 if County and Construction Manager cannot otherwise agree. No claim for an adjustment in the Contract Time shall be valid if not submitted as previously specified above.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Construction Manager if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional Work as contemplated by Article 41, or to fires, floods, labor disputes, epidemics, abnormal weather conditions (Article 50) or acts of God.

Pursuant to the Agreement's float-sharing requirements, no time extensions will be granted nor delay damages considered until a delay occurs that impacts the project's critical path, consumes all available float, and extends the work beyond the Agreement completion dates.

NO DAMAGES FOR DELAY: The Construction Manager shall not be entitled to, and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency, or any other impacts to the Work or time of performance, and further hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Construction Manager hereby affirms that the extension of time granted herein is the Construction Manager's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable. Nothing herein shall preclude the issuance of a Change Order in accordance with GC Article 43.

49.1 Emergencies.

49.1.1 In any emergency affecting the safety of persons and/or property, Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 44.

50. Extension of Time on Account of Weather/Inclement Weather

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within five (5) calendar days of occurrence and shall be documented by data substantiating that weather conditions where the Construction Manager was unable to perform work, for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

The Construction Manager's construction schedule shall be based upon the inclusion of at least fifteen (15) calendar days per calendar year, of inclement weather delays to be prorated over the length of the

Agreement. Further, the Construction Manager has the responsibility to take reasonable precautions to mitigate the impact of unfavorable weather conditions.

Failure by the Construction Manager to comply with the proper notice or to supply substantial data within the time limit will result in the Construction Manager waiving its claim for weather delay.

51. Materials, Samples and Inspections

Unless otherwise indicated on the Drawings or specified elsewhere, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Construction Manager to be incorporated in the Work shall be subject to inspection by the Owner. No material shall be processed for, fabricated for, or delivered to the Site without prior acceptance from the Owner.

If not required by the Proposal, as soon as possible after the formal execution of the Agreement, the Construction Manager shall submit to the Owner, the names and addresses of the manufacturers and suppliers of all materials and equipment they propose to incorporate into the Work. When shop and supplemental drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that the Owner may consider the manufacturer, and/or the supplier, to be acceptable or unacceptable, as to his or their ability to furnish a product meeting the Specifications, subject to final acceptance of the particular material or equipment. As requested, the Construction Manager shall also submit data relating to the material and equipment they propose to incorporate into the Work, in sufficient detail to enable the Owner to identify the particular product in question and to form an opinion as to its conformity to the Agreement requirements. Such data shall be submitted in a manner similar to that specified for shop drawings.

Facilities and labor for the handling and inspection of all materials and equipment shall be furnished by the Construction Manager. Defective materials and equipment shall be removed immediately from the site of the Work. The Owner will make arrangements for, and the County shall pay for soil density tests wherever and whenever the Owner desires. If the results of a density test indicate that compaction is less than that specified in the Specifications, the Construction Manager shall reimburse the County for the full cost of the test.

If the Owner so requires, either prior to beginning or during the progress of the Work, the Construction Manager shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the requirements of the Contract Documents. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Construction Manager. The Construction Manager shall, at their own expense, furnish acceptable molds for making concrete test cylinders. Except as otherwise specified, the County will make arrangements for, and pay for, the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or Work and location of which the material is intended, and the name of the Construction Manager submitting the sample. To ensure consideration of samples, the Construction Manager shall notify the Owner by letter that the samples have been shipped and shall properly describe the samples in the letter. In no case shall the original letter of notification be enclosed with the samples.

The Construction Manager shall submit data and samples, or place their orders, sufficiently early to permit consideration, inspection, testing, and acceptance before the materials and equipment are needed for incorporation in the Work. Delay resulting from their failure to do so shall not be used as the basis of a claim against the County.

When required, the Construction Manager shall furnish to the Owner triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials and concrete data.

After the samples, data, etc., are considered acceptable to the Owner, the materials and equipment used on the Work shall correspond therewith.

If the Work is defective, or the Construction Manager fails to perform the Work in such a way that the completed Work will conform with the Contract Documents, the County may order the Construction Manager to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work, shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Construction Manager or any other party.

If required by the Owner, the Construction Manager shall promptly either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Owner, remove it from the site and replace it with non-defective Work. The Construction Manager shall bear all direct, indirect, and consequential costs of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

If, instead of requiring correction or removal and replacement of defective Work, County prefers to accept the Work, County may do so. Construction Manager shall bear all direct, indirect and consequential costs attributable to County's evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and County shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, County may make claim as provided in Article 44. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Construction Manager to the County.

52. Inspection of Work Away From the Site

If Work to be done away from the construction site is to be inspected on behalf of the County during its fabrication, manufacture, or testing, or before shipment, the Construction Manager shall give notice to the Owner of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Owner in ample time so that the necessary arrangements for the inspection can be made.

53. One Year Correction Period

If within one (1) year after the date of Final Acceptance or such longer period of time as maybe prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work which is found to be defective, the Construction Manager shall promptly, without cost to the County, and in accordance with the County's written notification, either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Construction Manager does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Construction Manager.

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Construction Manager shall bear all direct, indirect, and consequential costs attributable to the County's evaluation of and determination to accept such

defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the County shall be entitled to an appropriate decrease in the Contract Price.

If the acceptance occurs after final payment, an appropriate amount will be paid by the Construction Manager to the County, as determined by the Owner.

54. Progress Payment Procedures

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

Unless specifically included as a line item in the bid proposal form, "mobilization" will not be considered a line item.

For lump sum projects the General Conditions costs will be considered as a line item for the following items (break down required).

1. Construction Manager's field office personnel (full-time on-site).
2. Construction office and storage facilities.
3. Utilities required to sustain field office and sanitary facilities.
4. Electrical power and water for construction.
5. Bonds and insurance.

Progress Payments for General Conditions will be based on the percentage of work completed to date, except Bonds and Insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed unless specifically required by the equipment supplier or subcontractor. Prior to initial payment request, the following must be submitted and approved by the County:

1. List of principal Subcontractors and Suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Construction baseline schedule.

The Construction Manager will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period, no later than 15th of the following month. Pay Applications shall be submitted in the format and wording of the form contained in EXHIBIT K, *Miscellaneous Documents / Forms*. All information must be complete for the pay application to be accepted. County's account number(s) for the project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all the parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application, the Construction Manager shall submit a rough draft plus two extra copies for the County to review. Submit four (4) final approved copies to the County.

If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the County's instructions. Otherwise, the Construction Manager shall prepare and submit to County an invoice in accordance with the estimate as approved. County will pay Construction Manager, in accordance with Local Government Prompt Payment Act (Section 218.70 et. seq., Florida Statutes) (hereinafter, "the Act"). County shall provide Construction Manager with a written notice of disputed pay request within ten (10) business days after receipt of such

pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the County shall proceed with prompt payment of that portion of the pay request. Retainage, in the amount of 5%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of County's good faith claims plus the value of the Work the County determines remains to be put in place or required to be performed as remedial activities. Return of retainage shall be in accordance with Section 218.735(7), Florida Statutes and GC 56 below.

In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and County's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of the Act, demand in writing a meeting with and review by the Water Utilities Department Director. In the absence of the Water Utilities Department Director, the Water Utilities Department Deputy Director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by County of Construction Manager's written demand. The Water Utilities Department Director, or Deputy Director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purposes of the Act.

Construction Manager must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and Suppliers hired by the Construction Manager, within ten (10) business days after the Construction Manager's receipt of payment from the County pursuant to the Act. Construction Manager shall provide Subcontractors and Suppliers hired by Construction Manager with a written notice of disputed invoice within five (5) business days after receipt of said invoice which clearly states the reasons for the disputed invoice. In the event of Construction Manager's non-compliance with these payment provisions, Construction Manager shall be subject to any sanctions and penalties available under the terms of the Palm Beach County Small Business Development Ordinance, the Small Business Development Program Policies and Procedures, this Agreement, or by law.

Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
2. OSBD Schedule 3 – Subcontractor Activity Form
3. OSBD Schedule 4 – Subcontractor/Subconsultant Payment Certification Form
4. A County approved construction schedule update.

Should this Contract have approved subcontractor(s), the Construction Manager shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

55. Partial Utilization

Not used.

56. Substantial Completion

56.1 When the Construction Manager considers the entire Work, or a portion of the Work, ready for its intended or beneficial use, the Construction Manager shall notify the County in writing that the Work or a portion of the Work is substantially complete and request that the County prepare a Certificate of Substantial Completion. Within the time allowed by F.S. 218.70, the County and the Construction Manager shall make an inspection of the Work to determine the status of substantial completion. If the County does not consider the Work substantially complete, the County shall notify the Construction Manager in writing stating the reasons with specificity. If the County considers the Work to be

substantially complete, the County will execute the Certificate of Substantial Completion signed by the Construction Manager, which shall fix the Date of Substantial Completion for the Work or that portion of the Work.

56.2 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in GC Article 56.1 above, (ii) Construction Manager and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Construction Manager agree that Owner's use or occupancy will not interfere with Construction Manager's completion of the remaining Work or punch list items.

56.3 The Certificate of Substantial Completion for the entire Work shall contain a single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the County (the "Punch List"). The Punch List shall be completed within the timeframes set forth in Section 218.735(7), as may be amended, and shall be created as follows:

Within ten (10) days following the inspection set forth above, the Construction Manager shall provide the Punch List created during the inspection. Within ten (10) days of the creation of the Punch List by the Construction Manager, the Construction Manager shall provide the County with the estimated cost to complete the items on the Punch List. If the County approves the estimated costs of all Punch List items, the County shall deliver the Certificate of Substantial Completion to the Construction Manager. If the County disputes the estimated costs, the County and Construction Manager shall negotiate the estimated costs in good faith, and, if no agreement can be reached, the County shall have the final discretion as to assignment of cost, and deliver the Certificate of Substantial Completion to the Construction Manager. In either scenario, the Certificate of Substantial Completion shall be finalized within thirty-five (35) days of the Date of Substantial Completion. The date of finalizing the Certificate of Substantial Completion shall be considered the creation date of the Punch List.

Within 20 business days of the creation of the Punch List, County shall pay the Construction Manager the remaining contract balance, including any previously withheld retainage, less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List, and less any amounts subject to a good faith dispute per Section 218.735 (8)(c) (including but not limited to Liquidated Damages),

All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Punch List; otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.

57. Final Application for Payment

After the Construction Manager has completed all correction Work referred contained on the Punch List indicated on the Certificate of Substantial Completion, and on the final Punch Lists, or any other Punch Lists which have been completed, and the Construction Manager has delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in these General Conditions) and other documents, all as required by the Contract Documents, and has given the County written notice that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Construction Manager may make application for Final Payment following the procedure for progress payments in Article 54 "Applications for Progress Payments." The Final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, including but not limited to the following on forms provided by the County:

1. Construction Manager's Certification of Final Completion
2. Consent of Surety for Final Payment (Payment Bond)

The Construction Manager shall also submit complete and legally effective releases or waivers (satisfactory to the County) of all liens and "Notices to Owner" arising out of or filed in connection with the Work

58. Record Documents

The Construction Manager shall keep one (1) record copy of all Specifications, Drawings, Addenda, modifications and shop drawings at the site in good order and clearly annotated to show all changes made during the construction process. These shall be available to the Owner for inspection and reference and shall be delivered to him upon completion of the Project, prior to Application for Final Payment.

59. Final Payment and Acceptance

Upon receipt of written notice from the Construction Manager that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the County shall promptly examine the Work and, making such tests as it may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced professional engineer, shall satisfy itself that the Construction Manager's statement appears to be correct and the Construction Manager's other obligations under the Contract Documents have been fulfilled, and, if so shall then shall accept the Work for ownership and make Final Payment to the Construction Manager. However, it is agreed by the County and the Construction Manager that such determination by the County does not in any way relieve the Construction Manager from its responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the County liable for any faulty Work done or defective materials or equipment used by the Construction Manager.

The County will then make a final estimate of the value of all Work done and deduct all previous payments which have been made. After receipt and acceptance by the County of the properly executed Final Warranty of Title and within sixty (60) days after said acceptance, the County will make final payment to the Construction Manager of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated Damages, as applicable.
2. At the discretion of the County, 150% the value of outstanding Punch List items indicated on the Certificate of Substantial Completion, "final Punch List", or any other "Punch List" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Punchlist List indicated on the Certificate of Substantial Completion, or on the "final Punch List", or any other "Punch List", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.
3. Any amounts that are the subject of a good faith dispute made in writing pursuant to the Contract or the subject of a claim brought pursuant to s. 255.05.

All prior estimates are subject to correction in the final estimate.

60. Construction Manager's Continuing Obligation

The Construction Manager's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any Progress or Final Payment by the County, nor the issuance of a Certificate of Substantial completion, for any beneficial use or occupancy of the Work or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any review of a Shop Drawing or sample submittals, will constitute an acceptance of Work not in conformance with the Contract Documents or a release of the Construction Manager's obligation to perform the Work in accordance with the Contract Documents.

61. Final Payment Terminates Liability of County

Final Payment is defined as the last Progress Payment made to the Construction Manager for earned funds, less retainage as applicable, less deductions listed in Article 59 "Final Payment and Acceptance". The acceptance of the Final Payment referred to in Article 59, shall be a full release of the County and its agents from any and all claims of liability to the Construction Manager for anything done or furnished for, or relating to, the Work or for any act or neglect of the County, or of any person relating to or affecting the Work, except demands against the County for the remainder, if any, of the amounts kept or retained under the provisions of Article 59.

62. County's Right to Terminate

(a) If at any time there shall be filed by or against the Construction Manager in any court, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Construction Manager's property, and within thirty (30) days there from the Construction Manager fails to secure a discharge thereof, or if the Construction Manager makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors, or if the Construction Manager admits in writing an inability to pay its debts generally as they become due, or if the Construction Manager persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under the General Requirements of the Technical Specifications as revised from time to time), or if Construction Manager disregards Laws or Regulations of any public body having jurisdiction, or if Construction Manager otherwise violates in any substantial way any provisions of the Contract Documents, then the County after providing written notice of such default and allowing the Construction Manager a period of seven (7) days to commence and diligently pursue cure of such default (or such longer period as may be reasonably necessary provided cure is commenced within such seven (7) days and diligently pursued to completion), and if such default remains uncured, without prejudice to any other remedy it may have, may terminate the employment of the Construction Manager, exclude Construction Manager from the site, and take possession of the Work and all or some of the Construction Manager's materials, tools, equipment and appliances and use the same to the full extent they could be used by the Construction Manager (without liability to the Construction Manager for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which County has paid Construction Manager but which are stored elsewhere and complete the Work by such means as the County deems expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) the County's indirect and consequential losses and damages because of the Construction Manager's default, including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs, such excess shall be paid to the Construction Manager. If such expense, plus the County's losses and damages shall exceed such unpaid balance, the Construction Manager shall pay the difference to the County promptly on demand. Such costs incurred by the County shall be reasonable and incorporated into a Change Order, but when exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the Work performed.

(b) The County may terminate this Agreement without cause by giving written notice to the Construction Manager, and in such event, the County will pay the Construction Manager for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The County also will reimburse the Construction Manager for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the Construction Manager, not including overhead, general expenses or profit. The County will not be responsible to reimburse the Construction Manager for any continuing contractual commitments to Subcontractors or material suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Construction Manager shall make all subcontracts and other commitments subject to this provision. County will not be liable for, and Construction Manager hereby waives, any claim for lost prospective profits, economic losses, or other consequential damages.

(c) In the event of termination by the County, the County may require the Construction Manager promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the County, in its sole discretion, chooses to take by assignment, and in such event the Construction Manager shall promptly execute and deliver to the County written assignments of the same.

(d) In the event that any termination under subparagraph (a) above is determined to have been effectuated without proper or sufficient cause, then such termination shall be deemed to have been a termination for convenience under subparagraph (b) above.

63. County Remedies

If the Construction Manager defaults or neglects to carry out any of their obligations under this Agreement, including but not limited to the provisions of the General Requirements of the Technical Specifications, or should liens be filed, bills of sale, conditional bills of sale, chattel mortgages, assignments of this Agreement, or orders for the payment of money for materials or labor or either, or should the Construction Manager become insolvent or bankrupt, the County shall have the right, in addition to any other rights and remedies provided herein or by law, to perform and furnish through itself and/or through others any such labor or materials for the Work and to deduct the costs thereof from any money due or to become due to the Construction Manager for all or any portion of the Work; enter upon the premises and take possession, for the purpose of completing the Work, all equipment, scaffolds, tools, appliances, and any other items thereon, and to employ any person or persons to complete the Work and provide all labor services, materials, equipment, and other items required. In case of such termination of the employment of the Construction Manager, Construction Manager shall not be entitled to receive any further payment under this Agreement; however, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by the County in completing the Work, such excess shall be paid by the County to the Construction Manager; but, if such cost and expense shall exceed the unpaid balance, the Construction Manager shall promptly pay the difference to the County on demand. Said cost and expense shall include not only the cost of completing the Work to the satisfaction of the County and of performing and furnishing all labor, services, materials, equipment, and other items required; but all losses, damages, costs and expenses including attorney's fees sustained, incurred, or suffered by reason of or resulting from the Construction Manager's default, or by reason of litigation over this Agreement.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Construction Manager.

64. Construction Manager's Right to Terminate or Stop Work

This Agreement may be terminated by the CONSTRUCTION MANAGER upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the CONSTRUCTION MANAGER. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the CONSTRUCTION MANAGER or without cause upon ten (10) business days' written notice to the CONSTRUCTION MANAGER. Unless the CONSTRUCTION MANAGER is in breach of this Agreement, the CONSTRUCTION MANAGER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSTRUCTION MANAGER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

65. Title to Materials Found on the Work

The County reserves the right to retain title to all suitable soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Construction Manager nor any Subcontractor shall have any right, title, or interest in or to any such materials.

The Construction Manager will be permitted to use any such suitable materials in the Work, without charge, provided that such materials meet the requirements of the Contract Documents.

66. Right to Audit

The County shall have the right to audit the Construction Manager's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which a claim for payment has been submitted. The right to audit shall include the right to inspect the Construction Manager's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The Construction Manager further agrees that the right to audit encompasses all subcontracts and is binding upon all Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the County deems desirable during the Construction Managers normal business hours at the office of the Construction Manager. The Construction Manager shall make available to the County for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the County. Construction Manager shall provide said records within thirty (30) days of the County's request.

The County shall have the Right to Audit for five (5) years after Final Payment or resolution of all claims, whichever occurs last, except that additional time may be required for a state- or federal-funded project.

The failure of the Construction Manager to comply with this provision shall be considered a material breach of this contract. Construction Manager shall be liable for any attorney's fees and costs the County incurs to enforce this provision.

67 Asbestos

If the Construction Manager during the course of the work observes, uncovers, or otherwise becomes aware of the existence of any suspect asbestos material at the site that was not previously identified by the County, the Construction Manager shall immediately stop work in the affected area and notify the County and confirm any oral notice in writing. In addition, the Construction Manager shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall determine the necessity of County's retaining special consultants or qualified experts to deal therewith. The Construction Manager shall not perform any work in connection near or in connection with the suspect material until receipt of special written instructions from the County.

A. PROCEDURES FOR DEMOLITION OF STRUCTURES:

1. Notification:

Federal and state asbestos regulations require, prior to demolition of any structure:

- (a) An inspection for asbestos-containing materials (ACM);
- (b) Removal of specific ACM; and,
- (c) An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements (a) and (b) above, the County has surveyed the structure(s) in this Agreement for the presence of ACM and every effort has been made to remove National Emission Standard for Hazardous Air Pollutant (NESHAP) Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Construction Manager. Intact resilient floor coverings with mastic and bituminous roofing materials are classified as NESHAP Category I Non-Friable ACM and may still remain on the structure released for demolition. Verification of this work is attached to this Agreement. If not attached, it is the Construction Manager's responsibility to contact the Project Manager of the County Department overseeing this Agreement, or the County's Risk Management/Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and,
2. A copy of Risk Management/Loss Control's memo of approval to proceed to the next phase of the project addressed to the County department overseeing this project, and

To meet requirement (c) above, the Construction Manager is responsible for submitting a complete and accurate asbestos notification of demolition form titled "Notice of Demolition or Asbestos Renovation " [i.e., NESHAP notification, 40 CFR Part 61.145(b)], for each separate address to be demolished to the below listed agency at least ten (10) business days prior to demolition. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:

<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:
Florida Department of Environmental Protection
Division of Air Resource Management
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Fax (561) 681-6755

The Construction Manager must notify FDEP and the project manager of the County Department overseeing the project immediately if the demolition start date changes. No demolition may

begin before the start date on the NESHAP notification and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Construction Manager to call and submit revised NESHAP notifications to the above listed agency, adhering to required NESHAP time frames.

The Construction Manager will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

The Construction Manager is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered or Category I flooring and/or roofing is in poor (friable/not intact) condition, immediately contact the County's Project Manager or Loss Control.

2. Work Practices:

The Construction Manager will utilize wet methods to control airborne emissions during the demolition process and during loading onto transport vehicles, regardless whether NESHAP Category I material is present or not. The Construction Manager is responsible for supplying water meters, hoses, and adequate volume of water to the demolition site.

Intact resilient flooring, floor mastic, and bituminous roofing materials (NESHAP Category I Non-Friable ACM) are not required to be removed prior to wet demolition. Demolition work practices will be conducted in a manner to prevent Category I materials from becoming friable (regulated). It is the demolition contractor's responsibility to ensure Category I materials and their substrates are segregated from non-asbestos debris, kept wet, and disposed properly in a licensed facility.

Recycling and/or salvage of presumed or confirmed asbestos-containing Category I materials and their substrates is strictly prohibited.

Materials containing less than one percent (<1%) asbestos are not mandated to be removed prior to wet demolition under NESHAP, however, the Construction Manager's compliance with OSHA regulations is required.

Materials containing less than one percent (<1%) asbestos and debris mixed in with it cannot be recycled. It is the Construction Manager's responsibility to properly segregate these materials from non-asbestos debris should recycling be considered. The County will require verification of proper disposal of materials containing <1% asbestos to ensure they are not recycled.

3. Applicable Regulations

Compliance with the following regulations is the demolition contractor's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)
2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

In accordance with OSHA (29 CFR 1926.1101) the Construction Manager must have a Competent Person onsite who:

- (a) Is capable of identifying existing asbestos hazards in the work place;

- (b) Is capable of selecting the appropriate control strategy for asbestos exposure; and
- (c) Has the authority to take prompt corrective action to eliminate hazard.

This person must be trained in accordance with OSHA, EPA, and Florida Statutes as an onsite supervisor (commonly referred to as Asbestos Supervisor/Contractor). Copies of training certificates of the onsite supervisor shall be made available to the County upon request.

B. REMOVAL OF CONFIRMED OR PRESUMED ASBESTOS-CONTAINING BITUMINOUS ROOFING MATERIALS:

The County will provide all known information as to the roofing material used on the existing roof specified in the Contract Documents. This information will include the results of any recent bulk sampling analysis of the existing roof system determining the presence or absence of asbestos by percentage and the location where each sample was taken. In the absence of bulk sampling for asbestos, the roofing materials will be presumed asbestos containing until proven otherwise. It is the Construction Manager's responsibility to determine if the information furnished is adequate to provide a bid.

It is the responsibility of the Construction Manager awarded the Agreement to determine if the roofing materials do not contain asbestos. If the Construction Manager wishes not to sample and analyze for asbestos, the materials will be presumed to contain asbestos and must be handled accordingly. If the Construction Manager elects to sample the roof system, it must first notify the County of the sampling, including date, location, and number of samples to be collected. The bulk sample collection must be conducted by a Florida Licensed Asbestos Consultant and the analyses must be performed by an NVLAP-accredited laboratory (NVLAP: National Voluntary Laboratory Accreditation Program). Results, if proven less than one percent (1.0%) asbestos, shall be provided to the County prior to the start of any Work.

The Construction Manager awarded the Agreement will be required to meet all Federal, State, and local regulations pertaining to the handling, removal, and disposal of confirmed or presumed asbestos-containing roofing materials. This includes, but is not limited to:

1. Meeting the requirements listed in Chapter 469 Florida Statutes regarding training of onsite roofing supervisors involved in the removal of asbestos containing bituminous resinous roofing materials; and,
2. Utilizing removal methods that will maintain the roofing material's Category I non-friable status and will not create dust (i.e., employ methods other than sanding, grinding, drilling, abrading, rotary blade, or saw cutting). Suggested methods are slicing, shearing, or punch cutting while using wet methods where feasible.
3. Submitting a NESHAP notification of renovation if greater than 5580 square feet of asbestos-containing roofing will be removed.

To meet requirement #3 above, the Construction Manager is responsible for submitting a complete and accurate asbestos notification titled "Notice of Demolition or Asbestos Renovation" [i.e., NESHAP notification, 40 CFR Part 61.145(b)], to the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at: <https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:
Florida Department of Environmental Protection

Division of Air Resource Management
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Fax (561) 681-6755

The Construction Manager will submit upon award of the Agreement the following documentation to the County department coordinating this project:

1. Copies of training certificates of the onsite roofing supervisor in compliance with the current requirements of Chapter 469 Florida Statutes;
2. Approval of a landfill to accept confirmed or presumed asbestos containing roofing material and any conditions associated with its acceptance; and,
3. A plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
 - a. Method(s) of removal;
 - b. Worker protection;
 - c. Protection of building occupants and ventilation system;
 - d. Method and location of disposal.

C. HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE

1. General

Federal EPA regulations (40 CFR Part 61, Sub-part M “NESHAP”) classify asbestos-cement pipe (AC pipe) as Category II non-friable asbestos-containing material. Federal OSHA regulations regarding materials containing asbestos (29 CFR 1926.1101) state handling such materials must be performed in accordance with its regulations, including work practices and training. Florida Statutes (Chapter 469) require adherence to EPA and OSHA regulations. Contractors working on or tying into AC pipe owned by the County or its entities shall comply with these regulations.

The County will make every effort to identify and quantify the location of known AC pipe prior to onset of the work.

If during the course of the work Construction Manager observes, uncovers, or otherwise becomes aware of the existence of any AC pipe, AC pipe pieces, or suspect asbestos material at the site that was not previously identified by the County, the Construction Manager shall immediately notify the County and confirm any verbal notice in writing. In addition, the Construction Manager shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall determine the necessity of the County retaining special consultants or qualified experts. The Construction Manager shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.

2. Pre-Work Submittals

Prior to any work on AC pipe that could disturb the pipe or expose the worker to possible asbestos fiber release while working on AC pipe, the Construction Manager shall submit the following documentation to the County department overseeing this Agreement and/or the applicable Florida agency:

1. Copy of the current training certificate of the onsite OSHA Competent Person (also known as the Onsite Supervisor or Asbestos Supervisor).

2. Copy of the current training certificate or training documentation for each employee working on the AC pipe. This training shall meet the criteria stated for OSHA Class II special operation.
3. Copy of the Construction Manager's most recent Negative Exposure Assessment or Periodic Monitoring for asbestos.
4. Copy of the plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
 - a. Method of removal and/or repair
 - b. Worker protection
 - c. Method and location of AC Pipe disposal
5. Copy of the NESHAP notification, when applicable.

Prior to any work on AC pipe that may render it to become friable or regulated in quantities of 260 linear feet or greater, the Construction Manager will submit a NESHAP "Notice of Demolition or Asbestos Renovation" form to (a) the County department overseeing this Agreement and (b) the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:
<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:
Florida Department of Environmental Protection
Division of Air Resource Management
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Fax: (561) 681-6755

The Construction Manager will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

3. Work Practices

Compliance with the following regulations is the Construction Manager's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)
2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

4. Post Work Submittals

The Construction Manager will submit the following documentation to the County department coordinating this project prior to payment:

1. A Waste Shipment Record (WSR) for each shipment of AC pipe disposed, signed by the disposal facility, within 35 days of shipment. Refer to 40 CFR part 61 Subpart M (NESHAP) for an example of a WSR.

68. Explosives and Hazardous Materials

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

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

69. Notice and Service

All notices, demands, requests, instructions, approvals and claims shall be made in writing.

Any notice to or demand upon the Construction Manager shall be sufficiently given if delivered to such office of the Construction Manager specified in the Proposal (or to such other office as the Construction Manager may from time to time designate to the County in writing), or if deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notices or other papers required to be delivered by the Construction Manager to the County, or to any of its representatives shall, unless otherwise specified in writing to the Construction Manager, be delivered to the office of the County, and any other notice or demand upon the County shall be sufficiently given if delivered to such office, or if deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Construction Manager for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof.

70. Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

The Owner may furnish a Resident Project Representative (RPR), assistants and other field staff to assist in observing performance of the Work of the Construction Manager. The RPR may be part time or full time on site, and the Construction Manager shall coordinate with the RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, the Owner shall provide further protection for the County against defects and deficiencies in the Work; but, the furnishing of such services will not make the Owner responsible for or give the Owner control over construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or responsibility for the Construction Manager's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited as set forth in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL:

The RPR is the Owner's agent at the site, will act as directed by and under the supervision of the Owner, and will confer with the Owner regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site Work shall in general be with the Owner and the Construction Manager, keeping the County advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of the Construction Manager. RPR shall generally communicate with the County with the knowledge of and under the direction of the Owner.

B. DUTIES AND RESPONSIBILITIES OF THE RPR:

1. Review the construction progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Construction Manager and consult with the Owner concerning their acceptability.
2. Attend various meetings with the Construction Manager, including pre-construction conferences, construction progress meetings, job site conferences and other project-related meetings, and prepare and circulate written copies of minutes thereof.
3. Serve as the Owner's liaison with the Construction Manager, working principally through the Construction Manager's superintendent or construction manager, and assist in understanding the intent of the Contract Documents; and assist the Owner in serving as the County's liaison with the Construction Manager when the Construction Manager's operations affect the County's on-site operations.
4. Assist in obtaining from the County additional details or information, when required for proper execution of the Work.
5. Record the dates of receipt of shop drawings and samples.
6. Receive samples furnished at the site by the Construction Manager, and notify the Owner of availability of samples for examination.
7. Advise the Owner and the Construction Manager of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by the Owner.
8. Conduct on-site observations of the Work in progress to assist the Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.
9. Report to the Owner whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Owner of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
10. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Construction

Manager maintains adequate records thereof; and observe, record and report to the Owner appropriate details relative to the test procedures and start-ups.

11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Owner.

12. Report to the Owner when clarifications and interpretations of the Contract Documents are needed and transmit to the Construction Manager clarifications and/or interpretations as issued by the Owner.

13. Consider and evaluate the Construction Manager's suggestions for modifications in Drawings or Specifications and report with the RPR's recommendations to the Owner. Transmit to the Construction Manager decisions as issued by the Owner.

14. Maintain at the job site and the Owner's office files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, Written Amendments, additional drawings issued subsequent to the execution of the Agreement, the Owner's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

15. Record names, addresses and telephone numbers of all Subcontractors and major suppliers of materials, equipment and manufactured articles.

16. Furnish the Owner periodic reports as required of progress of the Work and of the Construction Manager's compliance with the progress schedule and schedule of shop drawing and sample submittals.

17. Consult with the Owner in advance of scheduled major tests, inspections or start of important phases of the Work.

18. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Construction Manager and recommend to the Owner Change Orders, Work Directive Changes, and Field Orders.

19. Report immediately to the Owner upon the occurrence of any accident witnessed by the RPR or that was otherwise made known to the RPR.

20. Review applications for payment with the Construction Manager for compliance with the established procedure for their submission and forward with recommendations to the, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

21. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Construction Manager are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Owner prior to final payment for the Work.

22. Before the Owner issues a Certificate of Substantial Completion, submit to the Construction Manager a list of observed items requiring completion or correction.

23. Conduct final inspections in the company of the Owner and the Construction Manager and prepare a final list of items to be completed or corrected.

24. Observe that all items on the final list have been completed or corrected and make recommendations to the Owner concerning acceptance.

C. LIMITATIONS OF AUTHORITY:

1. The Resident Project Representative shall not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized in writing by the Owner.
 - b. Exceed limitations of the RPR's authority as set forth in the Contract Documents.
 - c. Undertake any of the responsibilities of the Construction Manager, Subcontractors or the Construction Manager's superintendent or construction manager.
 - d. Advise on issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - e. Advise on issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. Accept shop drawings or sample submittals from anyone other than the Construction Manager.
 - g. Authorize the County to occupy the Project in whole or in part.
 - h. Participate in specialized field or laboratory tests or inspections conducted by others unless specifically authorized by the Owner.

71. Publicity and Advertising

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

72. Construction Manager Furnished Drawings, Data and Samples

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

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

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

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

Signed

Date

Printed name of signer

(Company Name)

A. Drawings

Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the work under Agreement; such drawings shall be submitted by and at the expense of the Construction Manager before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least twenty one (21) calendar days for review by County. County's review will be accomplished based on the Construction Manager's submittal schedule portion of the CPM schedule, as approved. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the work.

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

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

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

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

1. No exceptions taken.

2. Comments attached. Resubmit.

3. Rejected.

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

B. Samples

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

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

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

C. Catalogues, Data and Certificates

Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any work in accordance with the CPM schedule. Allow at least 21 calendar days for County's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

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

73. Construction Manager Work-Site Emergency Action Plan

Construction Manager shall be fully and solely responsible for the safety of all on-site contract personnel, including Subcontractors. The Construction Manager shall supply the Water Utilities Communication Department with names, telephone numbers and/or pager numbers of designated contract/subcontract personnel responsible for implementing Construction Manager emergency action plans.

74. Not used

75. Safety and Health Regulations

A. The Construction Manager shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The Construction Manager shall continually and diligently inspect all work, materials, and equipment to discover any conditions that might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

The Construction Manager shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 to include General Industry Standards (29 CFE 1910) and (29 CFR 1926/1910) for construction, and under Section 107 of the Contract Work Hours and Safety Standards Act.

B. The Construction Manager shall comply with the Manual on Uniform Traffic Control Devices when working on or off the site.

C. The Construction Manager shall allow representatives of the Department of Labor and authorized representatives of the Palm Beach County Water Utilities Department and the Palm Beach County Risk Management Department full access to the project for inspection.

76. Best Management Practices for the Construction Industry

A. The Construction Manager shall be responsible for assuring that each Subcontractor evaluates the site before construction is initiated to determine if any site conditions may pose particular problems for the use, handling, production or storage of any regulated substances. For instance, handling regulated substances in the proximity of water bodies or wetlands may be improper.

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater or surface water of any pollutant which may emanate from said storage container. Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system.

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

D. Upon completion of construction, all unused and waste regulated substances and containment systems shall be removed from the construction site by the Construction Manager and shall be disposed of in a proper manner as prescribed by law.

77. Performance During Emergency

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this Agreement. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish

a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

78. Incentives

A. Apprentice Incentive

1. Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of \$25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this Article, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program.

2. Upon completion of the Agreement, Construction Manager may apply for the payment which will be added to the Agreement by change order. If the County determines that the Construction Manager complied with the requirements of this Article, it will reimburse the Construction Manager 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

3. For projects with construction costs of \$20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to \$50,000 and the maximum reimbursement payment to \$200,000.

4. To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Construction Manager) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

5. The Construction Manager is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

B. Glades Resident Incentive

1. Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this Article, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

2. To be eligible for the Incentive Payment, the employee must be a full-time employee of the Construction Manager for a minimum of 3 weeks on this project and cannot have worked for the Construction Manager claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Construction Manager hiring and the Glades Employee reporting to work at the project site, Construction Manager must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

3. The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Article.

4. Upon completion of the Agreement, Construction Manager may apply for the Incentive Payment which will be added to the Agreement by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the Construction Manager or a Subcontractor.

5. If the County determines that the Construction Manager complied with the requirements of this Article, it will reimburse the Construction Manager 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

6. Construction Manager can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

7. It is a Agreement requirement of the Construction Manager that any reimbursement requested by a Subcontractor under this Article be processed by the Construction Manager to the County for review.

79. Budget Availability

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

80. Liquidated Damages

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the Construction Manager's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Construction Manager or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Construction Manager or, in the event of its default, the Surety shall pay to the County, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the GMP Amendment.

Construction Manager understands that if Substantial Completion is not achieved by the Scheduled Substantial Completion Date (as it may be extended hereunder), County will suffer damages which are difficult to determine and accurately specify. Construction Manager agrees that if Substantial Completion is not achieved in accordance with Scheduled Substantial Completion Date, Construction Manager shall pay County \$TBD as liquidated damages for each calendar day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. Construction Manager agrees that if Final Completion is not achieved by the Scheduled Final Completion Date, Construction Manager shall pay County \$TBD as liquidated damages for each day that Final Completion extends beyond the Scheduled Final Completion Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by County which are occasioned by any delay in achieving Substantial Completion or Final Completion.

The Construction Manager hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the County as a result of Construction Manager's

delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Construction Manager.

The County shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Construction Manager by the County, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Construction Manager to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the County of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the County, the Construction Manager and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

81. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Construction Manager: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Construction Manager shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Construction Manager is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Construction Manager further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Construction Manager does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Construction Manager shall transfer, at no cost to the County, all public records in possession of the Construction Manager unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Construction Manager transfers all public records to the County upon completion of the Agreement, the Construction Manager shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the Agreement, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically by the Construction Manager must be provided to County, upon

request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Construction Manager to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Construction Manager acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY WATER UTILITIES DEPARTMENT PUBLIC INFORMATION, 8100 FOREST HILL BLVD, WEST PALM BEACH, FL 33413, BY E-MAIL AT WUDRECORDSREQUEST@PBCWATER.COM OR BY TELEPHONE AT 561-493-6000.

82. Differing Site Conditions

Subject to the provisions of GC 3 above, if the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager shall promptly provide notice to the Owner and the Design Consultant before conditions are disturbed and in no event later than 14 days after first observance of the conditions. Upon direction of the Owner, Construction Manager shall expose the condition(s) in a manner that allows Owner to investigate such condition(s). The Owner will investigate such conditions to determine if a change to the Contract Sum or Contract Time is justified.

83. Hazardous Materials

The County shall be deemed the generator and shall retain full responsibility for any and all hazardous materials existing at the Project site prior to the commencement of the Work. The County shall be solely responsible for the identification, handling, removal, transportation, and disposal of such preexisting hazardous materials in accordance with all applicable laws and regulations. The Construction Manager shall have no responsibility for, nor liability arising out of, any preexisting hazardous materials not introduced to the site by the Construction Manager. The foregoing shall not relieve Construction Manager of any liability for improper identification, handling, removal, transportation, or disposal of said hazardous materials.

84. Waiver of Consequential Damages

84.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER CONSTRUCTION MANAGER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF

REPUTATION OR LOSS OF FINANCING, IN EACH CASE TO THE EXTENT SUCH DAMAGES ARE CONSEQUENTIAL IN NATURE.

(A) NOTWITHSTANDING THE FOREGOING, THIS WAIVER SHALL NOT APPLY TO:
(I) DAMAGES ARISING OUT OF OR RELATING TO THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF A PARTY;
(II) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT;
(III) THIRD-PARTY CLAIMS FOR WHICH A PARTY IS LIABLE;
(IV) BREACH OF CONFIDENTIALITY OR MISUSE OF COUNTY INFORMATION; OR
(V) DAMAGES TO THE EXTENT COVERED BY INSURANCE REQUIRED UNDER THIS AGREEMENT.

(B) FOR THE AVOIDANCE OF DOUBT, THE FOLLOWING SHALL BE DEEMED DIRECT DAMAGES AND ARE NOT WAIVED:

(I) REASONABLE COSTS TO REPAIR, CORRECT, OR REPLACE DEFECTIVE OR NONCONFORMING WORK;
(II) REASONABLE, DOCUMENTED COSTS TO COMPLETE THE WORK OR PROCURE SUBSTITUTE PERFORMANCE FOLLOWING CONSTRUCTION MANAGER'S DEFAULT;
(III) REASONABLE, DOCUMENTED AND NECESSARY COSTS INCURRED BY OWNER TO MAINTAIN CONTINUITY OF PUBLIC SERVICES;
(IV) REASONABLE, DOCUMENTED MITIGATION COSTS INCURRED BY A PARTY AS A RESULT OF THE OTHER PARTY'S BREACH; AND
(V) COSTS OF SUBSTITUTE FACILITIES OR TEMPORARY OPERATIONS REQUIRED AS RESULT OF CONSTRUCTION MANAGER'S BREACH.

(C) THE PARTIES ACKNOWLEDGE THAT OWNER IS A PUBLIC ENTITY AND THAT UNINTERRUPTED OPERATION OF PUBLIC FACILITIES AND SERVICES IS ESSENTIAL; THEREFORE, DOCUMENTED COSTS INCURRED BY OWNER TO AVOID OR MITIGATE DISRUPTION OF SUCH SERVICES, TO THE EXTENT CAUSED BY CONSTRUCTION MANAGER'S BREACH, SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES.

(D) FOR THE AVOIDANCE OF DOUBT, DIRECT COSTS TO REPAIR PHYSICAL DAMAGE TO, OR RESTORE OPERATION OF, PUBLIC FACILITIES, AS WELL AS COSTS ASSOCIATED WITH PROVIDING SUBSTITUTE SERVICES OR TEMPORARY OPERATIONS TO MAINTAIN CONTINUITY OF PUBLIC SERVICES, TO THE EXTENT CAUSED BY CONSTRUCTION MANAGER'S NEGLIGENCE, SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT REMOTE OR SPECULATIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS OPPORTUNITY, UNRELATED TO SUCH OPERATIONAL IMPACTS, REMAIN SUBJECT TO THE WAIVER IN THIS SECTION.

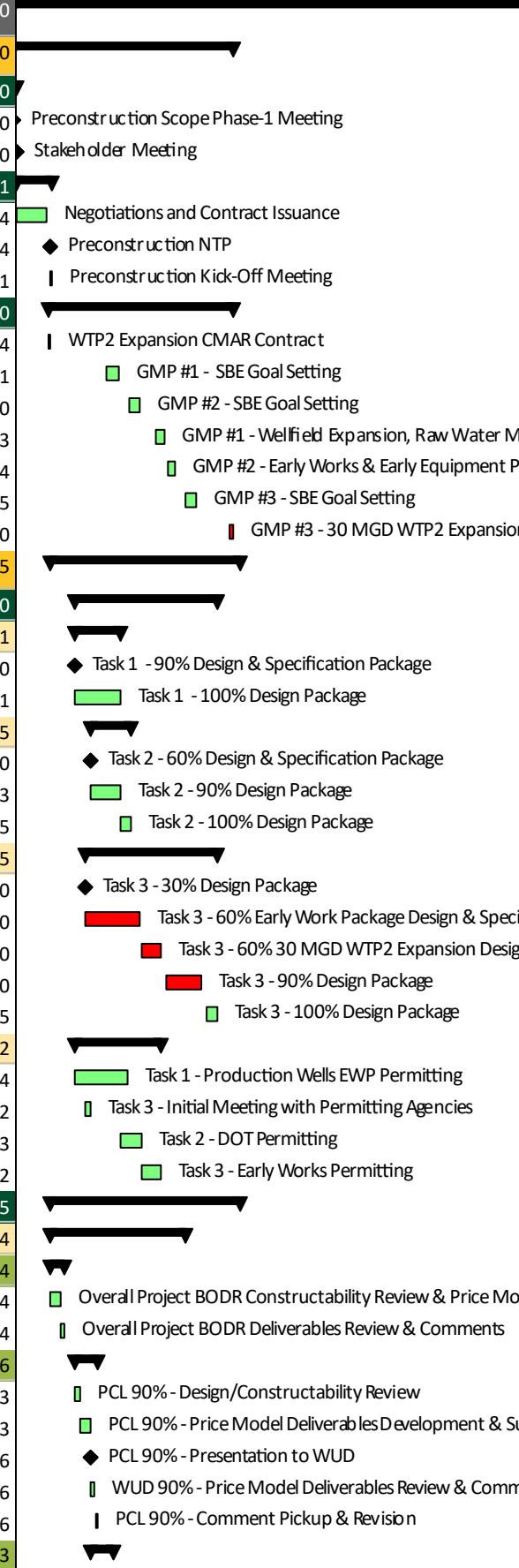
(E) THIS SECTION SHALL BE INTERPRETED AND ENFORCED IN A MANNER CONSISTENT WITH APPLICABLE FLORIDA LAW; HOWEVER, NO PROVISION HEREIN SHALL BE CONSTRUED TO LIMIT LIABILITY TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW.

84.2 The Consequential damages limitation set forth in GC Article 84.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in GC Article 80 of this Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Construction Manager for some damages that might otherwise be deemed to be consequential.

END OF SECTION

**CONTRACT EXHIBIT B
SCHEDULE**

Activity ID		Original Duration	Activity % Complete	Remaining Duration	Start	Finish	Predecessors	Successors	Total Float	2026	2027	2028	2029	2030
Palm Beach County WTP2 Preconstruction Baseline														
Milestones														
Key Initial Meetings														
KM1000	Preconstruction Scope Phase-1 Meeting	0	0%	0	26-Feb-26*	26-Feb-26*		KM1100	0	Preconstruction Scope Phase-1 Meeting				
KM1100	Stakeholder Meeting	0	0%	0	10-Mar-26*	10-Mar-26*	KM1000	KM1020	0	Stakeholder Meeting				
Key Milestones														
KM1020	Negotiations and Contract Issuance	63	0%	63	11-Mar-26	08-Jun-26	KM1100	BA1680	134	Negotiations and Contract Issuance				
KM1030	Preconstruction NTP	0	0%	0		15-Jun-26	BA1680	PM1650,	134	Preconstruction NTP				
KM1090	Preconstruction Kick-Off Meeting	5	0%	5	16-Jun-26	22-Jun-26	KM1030	PCL1340	161	Preconstruction Kick-Off Meeting				
SBE Goals & Board Approvals														
BA1680	WTP2 Expansion CMAR Contract	5	0%	5	09-Jun-26	15-Jun-26	KM1020	KM1030	134	WTP2 Expansion CMAR Contract				
BA1720	GMP #1 - SBE Goal Setting	22	0%	22	02-Dec-26	05-Jan-27	PCL1610,	WUD1360	81	GMP #1 - SBE Goal Setting				
BA1730	GMP #2 - SBE Goal Setting	22	0%	22	09-Feb-27	11-Mar-27	WUD1590	WUD1460	40	GMP #2 - SBE Goal Setting				
BA1690	GMP #1 - Wellfield Expansion, Raw Water Main & Distribution Pipeline (Board Meeting & Approval by June 2027).	20	0%	20	29-Apr-27	26-May-27	WUD1360	WUD1380	23	GMP #1 - Wellfield Expansion, Raw Water Main & Distribution Pipeline				
BA1700	GMP #2 - Early Works & Early Equipment Procurement (Board Meeting & Approval by August 2027).	15	0%	15	03-Jun-27	23-Jun-27	WUD1460	WUD1470	4	GMP #2 - Early Works & Early Equipment Procurement				
BA1740	GMP #3 - SBE Goal Setting	22	0%	22	29-Jul-27	27-Aug-27	WUD1610	WUD1630	45	GMP #3 - SBE Goal Setting				
BA1710	GMP #3 - 30 MGD WTP2 Expansion (Board Meeting & Approval by February 2028).	10	0%	10	06-Dec-27	17-Dec-27	WUD1630	WUD1640	0	GMP #3 - 30 MGD WTP2 Expansion				
Preconstruction Phase														
Design & Permitting Milestones														
Task 1 - Wellfield Expansion														
T1680	Task 1 - 90% Design & Specification Package	0	0%	0		28-Aug-26*		PCL1610,	0	Task 1 - 90% Design & Specification Package				
T1690	Task 1 - 100% Design Package	92	0%	92	31-Aug-26	13-Jan-27	T1680		831	Task 1 - 100% Design Package				
Task 2 - Raw Water Main Improvements & Distribution Pipeline														
T1740	Task 2 - 60% Design & Specification Package	0	0%	0		14-Oct-26*		PCL1620,	0	Task 2 - 60% Design & Specification Package				
T1720	Task 2 - 90% Design Package	60	0%	60	15-Oct-26	13-Jan-27	T1740	PCL1670,	23	Task 2 - 90% Design Package				
T1730	Task 2 - 100% Design Package	22	0%	22	14-Jan-27	12-Feb-27	T1720	DP1690	105	Task 2 - 100% Design Package				
Task 3 - 30 MGD WTP 2 Expansion														
T1760	Task 3 - 30% Design Package	0	0%	0		01-Oct-26*		DP1680, 1	0	Task 3 - 30% Design Package				
T1800	Task 3 - 60% Early Work Package Design & Specification Package	110	0%	110	02-Oct-26	12-Mar-27	T1760	PCL1460,	0	Task 3 - 60% Early Work Package Design & Specification Package				
T1770	Task 3 - 60% 30 MGD WTP2 Expansion Design & Specification Package	44	0%	44	15-Mar-27	13-May-27	PCL1490,	PCL1510,	0	Task 3 - 60% 30 MGD WTP2 Expansion Design & Specification Package				
T1780	Task 3 - 90% Design Package	74	0%	74	28-May-27	13-Sep-27	PCL1510,	PCL1720,	0	Task 3 - 90% Design Package				
T1790	Task 3 - 100% Design Package	22	0%	22	28-Sep-27	27-Oct-27	PCL1530,	DP1710	45	Task 3 - 100% Design Package				
Permitting														
DP1660	Task 1 - Production Wells EWP Permitting	160	0%	160	29-Aug-26	04-Feb-27	T1680	WR1660,	174	Task 1 - Production Wells EWP Permitting				
DP1680	Task 3 - Initial Meeting with Permitting Agencies	10	0%	10	02-Oct-26	15-Oct-26	T1760, T1	DP1670	142	Task 3 - Initial Meeting with Permitting Agencies				
DP1670	Task 2 - DOT Permitting	44	0%	44	14-Jan-27	17-Mar-27	DP1680, 1	DP1690	83	Task 2 - DOT Permitting				
DP1510	Task 3 - Early Works Permitting	44	0%	44	15-Mar-27	13-May-27	T1800	DP1700	42	Task 3 - Early Works Permitting				
Price Model & GMP Development														
Price Model Development														
BODR - Overall Project														
PM1650	Overall Project BODR Constructability Review & Price Model	22	0%	22	16-Jun-26	16-Jul-26	KM1030	PM1660	134	Overall Project BODR Constructability Review & Price Model				
PM1660	Overall Project BODR Deliverables Review & Comments	10	0%	10	17-Jul-26	30-Jul-26	PM1650	PCL1340	134	Overall Project BODR Deliverables Review & Comments				
Task 1 - 90% Price Modeling (Wellfield Expansion)														
PCL1340	PCL 90% - Design/Constructability Review	10	0%	10	31-Aug-26	14-Sep-26	KM1090,	PCL1610	113	PCL 90% - Design/Constructability Review				
PCL1610	PCL 90% - Price Model Deliverables Development & Submission	22	0%	22	15-Sep-26	14-Oct-26	PCL1340,	BA1720, F	113	PCL 90% - Price Model Deliverables Development & Submission				
PCL1350	PCL 90% - Presentation to WUD	0	0%	0		14-Oct-26	PCL1610	WUD1370	876	PCL 90% - Presentation to WUD				
WUD1370	WUD 90% - Price Model Deliverables Review & Comments	10	0%	10	15-Oct-26	28-Oct-26	PCL1350	PCL1360	876	WUD 90% - Price Model Deliverables Review & Comments				
PCL1360	PCL 90% - Comment Pickup & Revision	5	0%	5	29-Oct-26	04-Nov-26	WUD1370		876	PCL 90% - Comment Pickup & Revision				
Task 2 - 60% Price Modeling (Raw Water Main Improvements & Distribution Pipeline)														



Activity ID	Activity Name	Original Duration	Activity % Complete	Remaining Duration	Start	Finish	Predecessor	Successors	Total Float	2026	2027	2028	2029	2030
PCL1620	PCL 60% - Design/Constructability Review	10	0%	10	15-Oct-26	28-Oct-26	T1740	PCL1630	63					
PCL1630	PCL 60% - Price Model Deliverables Development & Submission	22	0%	22	29-Oct-26	01-Dec-26	PCL1620	BA1720, F	63					
PCL1640	PCL 60% - Presentation to WUD	0	0%	0		01-Dec-26	PCL1630	WUD1660	63					
WUD1660	WUD 60% - Price Model Deliverables Review & Comments	10	0%	10	02-Dec-26	15-Dec-26	PCL1640	PCL1650	63					
PCL1650	PCL 60% - Comment Pickup & Revision	5	0%	5	16-Dec-26	22-Dec-26	WUD1660	PCL1680	63					
Task 3 - 30% Price Modeling (30 MGD WTP 2 Expansion)		52		52	02-Oct-26	16-Dec-26			40					
PCL1490	PCL 30% - Design/Constructability Review	10	0%	10	02-Oct-26	15-Oct-26	T1760	PCL1500,	40					
PCL1500	PCL 30% - Price Model Deliverables Development & Submission	22	0%	22	16-Oct-26	16-Nov-26	PCL1490	PCL1550	40					
PCL1550	PCL 30% - Price Model Presentation to WUD	0	0%	0		16-Nov-26	PCL1500	WUD1580	40					
WUD1580	WUD 30% - Price Model Deliverables Review & Comments	10	0%	10	17-Nov-26	02-Dec-26	PCL1550	PCL1580	40					
PCL1580	PCL 30% - Comment Pickup & Revision	5	0%	5	03-Dec-26	09-Dec-26	WUD1580	WUD1590	40					
WUD1590	WUD 30% - Review & Approval	5	0%	5	10-Dec-26	16-Dec-26	PCL1580	BA1730, F	40					
Task 3 - 60% Price Modeling (30 MGD WTP 2 Expansion)		52		52	14-May-27	28-Jul-27			42					
PCL1510	PCL 60% - Design/Constructability Review	10	0%	10	14-May-27	27-May-27	T1770	PCL1520,	0					
PCL1520	PCL 60% - Price Model Deliverables Development & Submission	22	0%	22	28-May-27	29-Jun-27	WUD1590	PCL1560	42					
PCL1560	PCL 60% - Price Model Presentation to WUD	0	0%	0		29-Jun-27	PCL1520	WUD1600	42					
WUD1600	WUD 60% - Price Model Deliverables Review & Comments	10	0%	10	30-Jun-27	14-Jul-27	PCL1560	PCL1590	42					
PCL1590	PCL 60% - Comment Pickup & Revision	5	0%	5	15-Jul-27	21-Jul-27	WUD1600	WUD1610	42					
WUD1610	WUD 60% - Review & Approval	5	0%	5	22-Jul-27	28-Jul-27	PCL1590	BA1740, F	42					
Guarantee Maximum Price Development		246		246	14-Jan-27	05-Jan-28			0					
GMP 1 (Task 1 & 2) - Weelfield Expansion, Raw Water Main Improvements & Distribution Pipeline		104		104	14-Jan-27	10-Jun-27			23					
PCL1670	GMP 1 - PCL Task 1 (100%) & 2 (90%) Design/Constructability Review	10	0%	10	14-Jan-27	27-Jan-27	T1720	PCL1700,	23					
PCL1700	GMP 1 - PCL Prepare Package Bid Public Advertisement	5	0%	5	14-Jan-27	20-Jan-27	PCL1670	PCL1730	23					
PCL1730	GMP 1 - PCL Bid Public Advertisement	22	0%	22	21-Jan-27	22-Feb-27	PCL1700	PCL1680	23					
PCL1680	GMP 1 - Deliverables Development & Submission	10	0%	10	23-Feb-27	08-Mar-27	PCL1730,	PCL1690	23					
PCL1690	GMP 1 - Presentation to WUD	0	0%	0		08-Mar-27	PCL1680	WUD1670	23					
WUD1670	GMP 1 - WUD Deliverables Review & Comments	10	0%	10	09-Mar-27	22-Mar-27	PCL1690	PCL1660	23					
PCL1660	GMP 1 - PCL Comment Pickup & Revision	5	0%	5	23-Mar-27	29-Mar-27	WUD1670	WUD1360	23					
WUD1360	GMP 1 - WUD Review & Approval to Submit to the Board	22	0%	22	30-Mar-27	28-Apr-27	PCL1660,	BA1690	23					
WUD1380	GMP 1 - Contract Amendment No.01 Review (PCL & WUD)	5	0%	5	27-May-27	03-Jun-27	BA1690	WUD1390	23					
WUD1390	GMP 1 - Execute Contract Amendment No.01 & NTP (PCL & WUD)	5	0%	5	04-Jun-27	10-Jun-27	WUD1380	CM1040,	23					
GMP 2 (Task 3) - Early Works & Early Equipment Procurement		82		82	15-Mar-27	08-Jul-27			4					
PCL1420	GMP 2 - PCL EWP & LLE Design/Constructability Review	10	0%	10	15-Mar-27	26-Mar-27	T1800	T1780, PC	4					
PCL1460	GMP 2 - PCL Prepare Package Bid Public Advertisement	5	0%	5	15-Mar-27	19-Mar-27	T1800	PCL1470	9					
PCL1470	GMP 2 - PCL Bid Public Advertisement	22	0%	22	22-Mar-27	20-Apr-27	PCL1460	PCL1430	9					
PCL1430	GMP 2 - PCL EWP & LLE Deliverables Development & Submission	10	0%	10	29-Mar-27	09-Apr-27	PCL1470,	PCL1440	4					
PCL1440	GMP 2 - PCL Presentation to WUD	0	0%	0		09-Apr-27	PCL1430	WUD1450	4					
WUD1450	GMP 2 - WUD EWP & LLE GMP Deliverables Review & Comments	10	0%	10	12-Apr-27	23-Apr-27	PCL1440	PCL1450	4					
PCL1450	GMP 2 - PCL Comment Pickup & Revision	5	0%	5	26-Apr-27	30-Apr-27	WUD1450	WUD1460	4					
WUD1460	GMP 2 - WUD Review & Approval to Submit to the Board	22	0%	22	03-May-27	02-Jun-27	BA1730, F	BA1700	4					
WUD1470	GMP 2 - Contract Amendment No.2 Review (PCL & WUD)	5	0%	5	24-Jun-27	30-Jun-27	BA1700	WUD1480	4					
WUD1480	GMP 2 - Execute Contract Amendment No.2 & NTP (PCL & WUD)	5	0%	5	01-Jul-27	08-Jul-27	WUD1470	DP1700, C	4					
GMP 3 (Task 3) - 30 MGD WTP 2 Expansion		77		77	14-Sep-27	05-Jan-28			0					
PCL1530	GMP 3 - PCL Task 3 (90%) Design/Constructability Review	10	0%	10	14-Sep-27	27-Sep-27	T1780	PCL1540,	0					
PCL1720	GMP 3 - PCL Prepare Package Bid Public Advertisement	5	0%	5	14-Sep-27	20-Sep-27	T1780	PCL1740	5					
PCL1740	GMP 3 - PCL Bid Public Advertisement	22	0%	22	21-Sep-27	20-Oct-27	PCL1720	PCL1540	5					
PCL1540	GMP 3 - PCL GMP Deliverables Development & Submission	10	0%	10	28-Sep-27	11-Oct-27	PCL1740,	PCL1570	0					
PCL1570	GMP 3 - PCL GMP Presentation to WUD	0	0%	0		11-Oct-27	PCL1540	WUD1620	0					
WUD1620	GMP 3 - WUD GMP Deliverables Review & Comments	10	0%	10	12-Oct-27	25-Oct-27	PCL1570	PCL1600	0					
PCL1600	GMP 3 - PCL GMP Comment Pickup & Revision	5	0%	5	26-Oct-27	01-Nov-27	WUD1620	WUD1630	0					

PCL Construction
Palm Beach County WTP2 Preconstruction Baseline

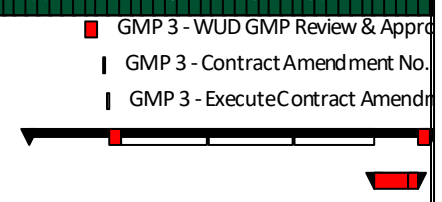
Data Date: 26-Feb-26
Print Date: 05-May-26

Actual Work
 Remaining Work
 Critical Remaining Work

Remaining Level of Effort
 Actual Level of Effort
 Milestone



Activity ID	Activity Name	Original Duration	Activity % Complete	Remaining Duration	Start	Finish	Predecessors	Successors	Total Float	2026	2027	2028	2029	2030
WUD1630	GMP 3 - WUD GMP Review & Approval to submit to the Board	22	0%	22	02-Nov-27	03-Dec-27	BA1740, F	BA1710	0					
WUD1640	GMP 3 - Contract Amendment No. 03 Review (PCL & WUD)	5	0%	5	20-Dec-27	28-Dec-27	BA1710	WUD1650	0					
WUD1650	GMP 3 - Execute Contract Amendment No.03 & NTP (PCL & WUD)	5	0%	5	29-Dec-27	05-Jan-28	WUD1640	DP1710	0					
Construction Phase		727		727	11-Jun-27	30-Apr-30			0					
Start-Up and Commissioning		80		80	04-Dec-29	29-Mar-30			0					



**CONTRACT EXHIBIT C
INSURANCE CERTIFICATES**



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003561	PCL Civil Constructors, Inc.	Modified	Compliant					wud 24-033	Construction Manager At Risk Water Treatment Plant No.2 Expansion
		A+ , XV	Old Republic Insurance Company	mwtb31394225	7/1/2025	7/1/2026	Auto Liability		
		A+g , XV	Indian Harbor Insurance Company	CPX742008712	7/1/2025	7/1/2026	Excess Liability		
		A+ , XV	Old Republic Insurance Company	mwzx31696225	7/1/2025	7/1/2026	General Liability		
		A+ , XV	Old Republic Insurance Company	mwzy31394125	7/1/2025	7/1/2026	General Liability		
		A+ , XV	Old Republic Insurance Company	mwc31394025	7/1/2025	7/1/2026	Workers Comp		

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

**CONTRACT EXHIBIT D
CONFLICT OF INTEREST DISCLOSURE FORM**

CONTRACTOR/SUBCONTRACTOR represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

NONE


(Attach additional sheets as needed.)

CONTRACTOR/SUBCONTRACTOR further represents that no person having any interest shall be employed for said performance. By signing below, CONTRACTOR/SUBCONTRACTOR certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONTRACTOR's/SUBCONTRACTOR's judgment or quality of services being provided to the County.

CONTRACTOR/SUBCONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR's/SUBCONTRACTOR's judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR/SUBCONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONTRACTOR/SUBCONTRACTOR.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONTRACTOR/SUBCONTRACTOR would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONTRACTOR/SUBCONTRACTOR shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Erick Wahlstrom, as (Title/Position:) Assistant Secretary of (Name of Firm:) PCL Civil Constructors, Inc. who hereby certifies that any misrepresentation by the CONTRACTOR/SUBCONTRACTOR on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONTRACTOR/SUBCONTRACTOR.



Signature

5/8/2026

Date


**CONTRACT EXHIBIT E
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of PCL Civil Constructors, Inc.
(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.**

 Erick Wahlstrom, Assistant Secretary
(signature of officer or representative) (printed name and title of officer or
representative)

State of Florida, County of Hillsborough

Sworn to and subscribed before me by means of physical presence or online
notarization this, 10 day of April, 2026, by Erick
Wahlstrom.

Personally known OR produced identification .

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)



KRISTAL COHEN
Notary Public
State of Florida
Comm# HH244194
Expires 4/30/2026

**CONTRACT EXHIBIT F
DISCLOSURE OF OWNERSHIP INTERESTS**

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF
HILLSBOROUGH

BEFORE ME, the undersigned authority, this day appeared Erick Wahlstrom, by means of X physical presence OR online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or

[] the Assistant Secretary of PCL Civil Constructors, Inc. a Colorado Corporation

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd, Partnership, etc.].

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1 N Dale Mabry Hwy, Suite 300 Tampa, FL 33609

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]

Erick Wahlstrom, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization this 10 day of April, 2026, by Erick Wahlstrom, [who is personally known to me or [] who has produced _____ as identification and who did take an oath.



KRISTAL COHEN
Notary Public
State of Florida
Comm# HH244194
Expires 4/30/2026

[Signature]
Notary Public

(Print Notary Name)
State of Florida at Large
My Commission Expires: April 30, 2026

**CONTRACT EXHIBIT G
SCOPE OF CONSTRUCTION MANAGER'S SERVICES**

SECTION 1 PRECONSTRUCTION SERVICES

SECTION 2 CONSTRUCTION SERVICES [To be added at later date]



CONSTRUCTION

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

PRECONSTRUCTION SERVICES

Water Treatment Plant #2 Expansion

APRIL 10, 2026

Scope of Work Outline

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1 Project Setup and Administration

1.1 Meetings and Workshops

1.1.1 Project Kickoff and Partnering Workshop

The CMAR will facilitate and lead a meeting with County and Design Engineer to review the project. This shall include an introduction of the CMAR team and responsibilities, discussion of Owner goals, review preconstruction scope, establishment of reporting structure, review of electronic project document control site, and discussion of project schedule and budget. The CMAR will use feedback from this initial meeting to advance its Project Management Plan (Item 1.2.1).

Meetings:

- Project Kickoff Meeting

Deliverables:

- Meeting Agenda
- Meeting Minutes

1.1.2 Risk Analysis, GMP Schedule and Deliverable Development, and Price Workshop

The CMAR will Facilitate and lead a minimum of three (3) workshops with the County and relevant project stakeholders to discuss project risks, approach to price modeling setup and deliver and approach to bid packages and SBE engagement.

The risk workshop will be held to identify project risks including permitting constraints, land access, constructability, utility conflicts, environmental concerns, and schedule and cost pressures. The initial Risk Register will be developed from this meeting and will be updated throughout the project life cycle to assess and recommend contingency values for each CMAR deliverable.

The second workshop will focus on how the CMAR plans to develop price estimates. The CMAR will use feedback from these workshops to advance the draft price model format and structure to be submitted with the first draft of Procurement Plan (Item 1.2.3).

1. The CMAR will prepare a draft Price Model format and structure including:
 - a. A description of how assumptions, clarifications, and exclusions will be presented.
 - b. The proposed format and content of pricing summary page.

- c. The proposed format of the CMAR's risk matrix. The CMAR will provide financial and probability-of-occurrence risk analysis and other supporting information which builds off the Work package-specific risk registers, and which shows the determination of the Contingency amounts used in the price estimates.
- d. Throughout its evolution the price model shall be tagged in way which allows tracking of the evolution of pricing elements of scope regardless of whether the packaging of those elements of scope changes.

The final workshop will identify the CMAR's approach to bid packages and engagement of the local SBE vendors and subcontractors. This workshop will involve the office of the SBD to ensure compliance with all required procurement guidelines and will be the basis for the final Procurement Plan.

Meetings:

- Facilitate and lead a 2-hour Risk Analysis Workshop #1
- Facilitate and lead a 2-hour Price Modeling and Estimate Setup Workshop #2
- Facilitate and lead a 2-hour Procurement, Bid Packaging and SBE Approach Workshop #3

Deliverables:

- Risk Register
- Meeting Agenda and Meeting Minutes

1.1.3 Long Lead Equipment Workshop

The CMAR will develop a list of anticipated long lead equipment and material based on the known project scope. This will be shared with the County and the Design Engineer to identify opportunities for design acceleration and an Early Procurement GMP. The workshop will focus on items that impact the critical path to identify opportunities to accelerate key components of the design and facilitate and lead an Early Procurement GMP.

Meetings:

- Facilitate and lead Long Lead Equipment Workshop

Deliverables:

- Meeting Agenda and Meeting Minutes

- Long Lead Equipment Matrix

1.1.4 Monthly Project Coordination Meetings

For the duration of the preconstruction phase (estimated at 18 months) the CMAR will attend coordination meetings with the County and the Design Engineer on an as-needed basis; estimated to be at least monthly. Meetings will be held to discuss project updates, scope revisions, constructability, value engineering, schedule and other items necessary to act as a resource to Owner and the Design Engineer.

Meetings:

- Facilitate and lead fifteen (15) Meetings (anticipated at 2 hours each)

Deliverables:

- Meeting Agenda and Meeting Minutes for each meeting

1.1.5 Design Review Meeting Attendance

The CMAR will attend design review meetings at each of the progress milestones (30%, 60%, and 90% submittals). It is anticipated that the Construction Manager, Preconstruction Manager, Estimator, and Superintendent will attend to provide feedback regarding schedule, price, and constructability. CMAR assumes that design review meetings will be four (4) hours long.

CMAR will manage the amount of time allocated to these activities based on the final number of scheduled meetings. This may require having some members attend remotely or minimizing the quantity of people in attendance.

Meetings:

- Attend three (3) Design Review meetings

Deliverables:

- Comments on schedule, price, and/or constructability will be provided to the Design Engineer during the comment period ahead of the Design Review meetings.

1.1.6 Design Element Workshop Attendance

The CMAR will attend key design workshops for each of the major design tasks. The reviews are anticipated to take two (2) hours per element, over a total of six (6) meetings.

Meetings:

- Attend six (6) Design Element Workshops

Deliverables:

- N/A

1.2 Project Administration

1.2.1 *Project Management Plan*

The CMAR will prepare a Project Management Plan (PMP) to describe the overall approach to delivering the Project. The PMP will include brief introduction summarizing the project goals, budget, schedule, and work breakdown structure. The CMAR will submit electronic copies to the County for review. It will incorporate the following topics:

1. Team Organization - This section describes the team structure and the roles and responsibilities within the CMAR's preconstruction phase team. It should show key roles and functional groups, names of staff in key roles, and the organizational "chain of command" or the reporting relationships in managing, designing, and planning the project.
2. Project Scope - The CMAR will summarize preconstruction phase scope, goals, and approach. The CMAR will describe the services to be provided, including deliverables, performance requirements, project boundaries, and exclusions.
3. Health and Safety Plan - The CMAR will develop a Health and Safety Plan for the Project including safety roles, procedures, policies, training, and regulatory compliance. The Health and Safety Plan will continue to develop as the project moves to subsequent phases.
4. Communication Plan - The CMAR will develop a Communications Plan describing how communication will be conducted throughout the preconstruction phase. The Communications Plan shall include communication protocols between team members and stakeholders, procedures and escalation matrix for issue resolution, as well as a comprehensive project contact list. In the Communications Plan, the CMAR shall also propose a schedule of workshops and coordination meetings with DC Water to collaborate regularly on critical decisions. Key workshops are described throughout this Scope.

5. Document Control Plan - The CMAR will develop a Document Control Plan describing how documents are named, organized, and controlled throughout preconstruction phase.

Meetings:

- Facilitate and lead two (2) general 1- hour meetings with County to validate approach to full PMP.

Deliverables:

- Project Management Plan

1.2.2 Quality Management Plan

The CMAR will prepare a Quality Management Plan identifying the procedures for maintaining quality assurance and control throughout the preconstruction process.

Meetings:

- No meetings are anticipated.

Deliverables:

- Quality Management Plan

1.2.3 Procurement Plan

The CMAR will develop a Procurement Plan for review and approval by the County identifying how the CMAR plans to procure different work packages and select subcontractors and suppliers. It shall also describe the way that price models will be developed collaboratively in an open book approach and how the GMPs will be developed from the price models in a consistent and transparent way. At a minimum it will incorporate the items noted below:

1. Work Package Approach (Article 2.1.11)
2. Prequalification of subcontractors
3. Draft Work Packages
4. SBE Approach
5. Advertisement and Bidding Procedures
6. Bid Evaluation/Subcontractor Selection Matrix

Meetings:

- Facilitate and lead a 1- hour meeting with County to confirm additional details covered within Procurement, Bid Packaging and SBE Approach Workshop #3 under Task 1.1.2.

Deliverables:

- Procurement Plan Document

1.2.4 Monthly Billings

Preparation of monthly billings for submission and approval by the County. These will include a description of work completed and deliverables submitted during reference period.

Meetings:

- Draft review and status update meetings.

Deliverables:

- Monthly pay applications

2 Design Coordination Efforts

2.1 Onsite Conditions Assessments, As-built Review and 3D Pipe Clash Detection

The CMAR shall review any as-built documentation available from the County. This includes hard copy and electronic documents made available by both the County and Design Engineer (survey, drawings, borings, and as-builts). CMAR will create a log of all documents that appear to pertain to the areas of proposed improvements to help facilitate design progression.

The CMAR will utilize as-built information, along with proposed piping alignments from current design, to create a BIM model to be used expressly for clash detection and MOPO planning. Onsite visits to validate existing structures and gather other relevant information will be necessary to complete, and update the model, for each CMAR deliverable (30%, 60%, and 90%).

Meetings:

- Facilitate and lead four (4) meetings with Design Engineer to identify/validate known as-built information.

- Facilitate and lead a minimum of six (6) site visits to review conditions and confirm known utilities with Plant Operations.

Deliverables:

- As-built document log
- BIM Model identifying known and anticipated piping; updated at 30%, 60%, and 90% design deliverable.

2.2 SUE Potholing and Concealed Site Assessment Plan

The CMAR will utilize the BIM clash detection model to develop a plan for potholing all critical utilities and structures within the planned improvements area. The plan will include proposed pothole locations, methods, schedule, and traffic routing during work and will be developed to incorporate local property requirements and regulations.

This plan will be developed in consultation with the Design Engineer to avoid duplication of efforts and will be submitted for review and approval by the.

Meetings:

- Facilitate and lead four (4) meetings with Design Engineer to identify/validate known as-built information.
- Facilitate and lead a minimum of six (6) site visits to review conditions and confirm known utilities with Plant Operations.

Deliverables:

- SUE Potholing Plan

2.3 BODR Price Model

The CMAR will compile a Class 4 Price Model for the project. This estimate will outline a detailed assessment of the complete project budget broken down by work scope for the design. Potential self-perform work will be included along with updated market pricing from subcontractors and suppliers were applicable.

2.3.1 Constructability Review and Value Engineering

After receipt of the BODR submittal, the CMAR will perform the following reviews of the documents to assist with the design progression:

1. Constructability review and recommendations

2. Value Engineering assessment including recommendations and pricing for potential alternate designs, systems, materials, and methods that will be captured in a log that will be updated throughout the project life cycle.
3. Provide options to gain efficiency in project delivery.
4. Advise on proposed site use and improvements, selection of materials, and equipment.
5. Advise on potential long lead equipment to facilitate advanced progression of specific equipment technical specifications.

2.3.2 Project Schedule

The CMAR will complete a preliminary schedule for the project using P6. This will include:

1. Preliminary construction planning and scheduling.
2. Recommendations for accelerated procurement or phased construction.
3. Overall preconstruction and construction timeframes.

Meetings:

- Facilitate and lead a four (4) hour review session for full BODR deliverable.

Deliverables:

- BODR CMAR Deliverable
 - o Constructability Report
 - o Project Schedule
 - o BODR Price Model

2.4 30% Price Model

The CMAR will compile a Class 3 price model for the project and will submit within 30 days after receipt of design deliverable. This estimate will outline a detailed assessment of the complete project budget broken down by work scope for the design. Potential self-perform work will be included along with updated market pricing from subcontractors and suppliers were applicable.

2.4.1 Specification Review

A detailed review of the specifications that are included within the design deliverable will be performed by the CMAR and a list of recommendations will be supplied to the County focusing on material availability, constructability, price, and lead time.

2.4.2 Constructability Review and Value Engineering

Within 14 days after receipt of the 30% design submittal, the CMAR will perform the following reviews of the documents to assist with the design progression:

1. Constructability review and recommendations
2. Update to the Value Engineering log with all new recommendations and pricing for potential alternate designs, systems, materials, and methods that will be captured in a log that will be updated throughout the project life cycle.

3. Provide options to gain efficiency in project delivery.
4. Advise on proposed site use and improvements, selection of materials, and equipment.
5. Advise on potential long lead equipment to facilitate advanced progression of specific equipment technical specifications.

2.4.3 Project Schedule

The CMAR will update the project schedule for the project and submit with the Price Model 30 days after receipt of the 30% design. The updated schedule will include:

1. Preliminary construction planning and scheduling.
2. Recommendations for accelerated procurement or phased construction.
3. Overall preconstruction and construction timeframes.

2.4.4 Long Lead Equipment Schedule

All long lead items identified within the Long Lead Equipment and Procurement Workshop (Item 1.1.3) will be updated to reflect current specifications and known lead times.

Meetings:

- Facilitate and lead an eight (8) hour review session for full 30% Design deliverable.

Deliverables:

- 30% CMAR Deliverable
 - o Specification Review
 - o Constructability Report and Value Analysis
 - o Project Schedule
 - o Long Lead Equipment Schedule
 - o Price Model

2.5 60% Price Model

The CMAR will compile a Class 2 price model estimate for the project and will submit within 30 days after receipt of design deliverable. This estimate will outline a detailed assessment of the complete project budget broken down by work scope for the design. Potential self-perform work will be included along with updated market pricing from subcontractors and suppliers were applicable.

2.5.1 Specification Review

A detailed review of the specifications that are included within the design deliverable will be performed by the CMAR and a list of recommendations will be supplied to the County focusing on material availability, constructability, price, and lead time.

2.5.2 Constructability Review and Value Engineering

Within 14 days after receipt of the 60% design submittal, the CMAR will perform the following reviews of the documents to assist with the design progression:

1. Constructability review and recommendations
2. Value Engineering assessment including recommendations and pricing for potential alternate designs, systems, materials, and methods
3. Provide options to gain efficiency in project delivery.
4. Advise on proposed site use and improvements, selection of materials, and equipment.
5. Advise on potential long lead equipment to facilitate advanced progression of specific equipment technical specifications.

2.5.3 Project Schedule (Article 2.1.6)

The CMAR will update the project schedule for the project and submit with the Price Model 30 days after receipt of the 60% design. The updated schedule will include:

1. Preliminary construction planning and scheduling.
2. Recommendations for accelerated procurement or phased construction.
3. Overall preconstruction and construction timeframes.

2.5.4 Long Lead Equipment Schedule

All long lead items identified within the Long Lead Equipment and Procurement Workshop (Item 1.1.3) will be updated to reflect current specifications and known lead times.

Meetings:

- Facilitate and lead an eight (8) hour review session for full 30% Design deliverable.

Deliverables:

- 60% CMAR Deliverable
 - o Specification Review
 - o Constructability Report and Value Analysis

- Project Schedule
- Long Lead Equipment Schedule
- Price Model

2.6 Permitting Assistance

The CMAR will attend all permitting pre-application meetings facilitated by the Design Engineer and will assist as needed to supply any required information by the Jurisdiction Having Authority (JHA), including, but not limited to:

Meetings:

- Pre-application meeting for Palm Beach County Planning, Zoning, and Building Department
- Pre-application meeting for South Florida Water Management District Well Construction Permit

3 Guaranteed Maximum Price (GMP) Submissions

3.1 GMP No. 1 – Wellfield Expansion and Raw Watermain Transmission

Upon receiving the 90% Wellfield Expansion and Raw Water Main Improvements (EOR's Task 1 and 2) design documents from the Design Engineer, the CMAR will prepare, review, and submit a GMP Proposal for the work contained in the construction phase of the project. This detailed estimate will include assumptions, clarifications, estimate and pricing breakdown, reference documents, a final project schedule, the CMAR's value-based evaluation and recommendations for award for each scope.

3.1.1 Constructability Review and Value Engineering

Upon receipt of the design submittal, the CMAR will perform the following reviews of the documents to assist with the design progression:

1. Constructability review and recommendations
2. Value Engineering assessment including recommendations and pricing for potential alternate designs, systems, materials, and methods
3. Provide options to gain efficiency in project delivery.
4. Advise on proposed site use and improvements, selection of materials, and equipment.
5. Advise on potential long lead equipment to facilitate advanced progression of specific equipment technical specifications.

3.1.2 Specification Review

A detailed review of the specifications that are included within the design deliverable will be performed by the CMAR and a list of recommendations will be supplied to the County focusing on material availability, constructability, price, and lead time.

3.1.3 Long Lead Equipment Schedule

All long lead items identified within the Long Lead Equipment and Procurement Workshop (Item 1.1.3) will be updated to reflect current specifications and known lead times.

3.1.4 Project Schedule (Article 2.1.6)

The CMAR will update the project schedule for the project and submit with the GMP. The updated schedule will include:

1. Preliminary construction planning and scheduling.
2. Recommendations for accelerated procurement or phased construction.
3. Overall preconstruction and construction timeframes.

3.1.5 Bidding Procedures

The CMAR will develop the bid packages noted within the approved Procurement Plan to solicit pricing from the local subcontracting and vendor market. Prior to issuance of the bid packages, notice will be sent to the local newspaper alerting the area of the intent to bid.

To further engage local SBE and other vendors, the CMAR will host an Open House to provide additional opportunity for the community to learn about the upcoming

bid, as well as prequalify with our company. The notice and open house will be held in accordance with the required amount of time for notice per Palm Beach Utilities procurement code.

The CMAR will also host a site visit once the bidding window has opened for all interested parties to attend and ask questions.

3.2 GMP No. 2 - Early Works and Early Equipment Procurement

Upon receiving the 60% 30 MGD NF WTP No. 2 (EOR's Task 3) design documents associated with the proposed Early Works and Early Procurement items from the Design Engineer, the CMAR will prepare, review, and submit a GMP Proposal for the work contained in the construction phase of the project. This detailed estimate will include assumptions, clarifications, pricing breakdown, reference documents, a final project schedule, the CMAR's value-based evaluation and recommendations for award for each scope.

3.2.1 Constructability Review and Value Engineering

Upon receipt of the design submittal, the CMAR will perform the following reviews of the documents to assist with the design progression:

1. Constructability review and recommendations
2. Value Engineering assessment including recommendations and pricing for potential alternate designs, systems, materials, and methods
3. Provide options to gain efficiency in project delivery.
4. Advise on proposed site use and improvements, selection of materials, and equipment.
5. Advise on potential long lead equipment to facilitate advanced progression of specific equipment technical specifications.

3.2.2 Specification Review

A detailed review of the specifications that are included within the design deliverable will be performed by the CMAR and a list of recommendations will be supplied to the County focusing on material availability, constructability, price, and lead time.

3.2.3 Long Lead Equipment Schedule

All long lead items identified within the Long Lead Equipment and Procurement Workshop (Item 1.1.3) will be updated to reflect current specifications and known lead times.

3.2.4 Project Schedule (Article 2.1.6)

The CMAR will update the project schedule for the project and submit with the GMP. The updated schedule will include:

1. Preliminary construction planning and scheduling.
2. Recommendations for accelerated procurement or phased construction.
3. Overall preconstruction and construction timeframes.

3.3 GMP No. 3 – 90% Design

Upon receiving the 90% 30 MGD NF WTP No. 2 (EOR's Task 3) design documents for all remaining work from the Design Engineer, the CMAR will prepare, review, and submit a GMP Proposal for the work contained in the construction phase of the project. This detailed estimate will include assumptions, clarifications, pricing breakdown, reference documents, a final project schedule, the CMAR's value-based evaluation and recommendations for award for each scope.

3.3.1 Constructability Review and Value Engineering

Upon receipt of the design submittal, the CMAR will perform the following reviews of the documents to assist with the design progression:

1. Constructability review and recommendations
2. Value Engineering assessment including recommendations and pricing for potential alternate designs, systems, materials, and methods
3. Provide options to gain efficiency in project delivery.
4. Advise on proposed site use and improvements, selection of materials, and equipment.
5. Advise on potential long lead equipment to facilitate advanced progression of specific equipment technical specifications.

3.3.2 Specification Review

A detailed review of the specifications that are included within the design deliverable will be performed by the CMAR and a list of recommendations will be supplied to the County focusing on material availability, constructability, price, and lead time.

3.3.3 Long Lead Equipment Schedule

All long lead items identified within the Long Lead Equipment and Procurement Workshop (Item 1.1.3) will be updated to reflect current specifications and known lead times.

3.3.4 Project Schedule (Article 2.1.6)

The CMAR will update the project schedule for the project and submit with the GMP. The updated schedule will include:

1. Preliminary construction planning and scheduling.
2. Recommendations for accelerated procurement or phased construction.
3. Overall preconstruction and construction timeframes.

Meetings:

- Facilitate and lead an eight (8) hour review session for full GMP-1.
- Facilitate and lead an eight (8) hour review session for full GMP-2.
- Facilitate and lead an eight (8) hour review session for full GMP-3.

Deliverables:

- GMP No. 1 – Wellfield Expansion and Raw Watermain Transmission
 - o Constructability Review and Value Engineering
 - o Project Schedule
 - o Price Model
 - o Specification Review
 - o Long Lead Equipment Schedule
- GMP No. 2 – Early Works and Early Equipment Procurement
 - o Constructability Review and Value Engineering
 - o Project Schedule
 - o Price Model
 - o Specification Review
 - o Long Lead Equipment Schedule
- GMP No. 3 – 90% Design
 - o Constructability Review and Value Engineering
 - o Project Schedule
 - o Price Model
 - o Specification Review
 - o Long Lead Equipment Schedule

4 Allowances for Additional Services

4.1 Utility Investigation

The CMAR will execute additional utility investigation and relocations via this Utility Investigation Contingency. This may also include any investigative activities developed during design development to assist with assessing existing piping conditions.

CMAR will submit a detailed proposal identifying full scope of work to be requested for approval from Allowance, along with detailed deliverables that will be developed from the investigation.

SCHEDULE

The basis of the scope above is based upon an estimated design duration of 18 months.

<u>Milestones</u>	<u>Estimated Timeline</u>
BODR CMAR Deliverable	NTP + 4 weeks
30% CMAR Deliverable – Constructability Review	30% Design + 14 days
30% CMAR Deliverable – Pricing and Schedule	30% Design + 30 days
60% CMAR Deliverable – Constructability Review	60% Design + 14 days
60% CMAR Deliverable – Pricing and Schedule	60% Design + 30 days
Wellfield Expansion and Raw Watermain Transmission GMP-1	90% Design Delivery + 45 Days
Early Works and Early Equipment Procurement GMP-2	60% Design Delivery + 45 Days
90% GMP-3	90% Design Delivery + 45 Days



CONSTRUCTION

PCL CIVIL CONSTRUCTORS, INC.
1 N Dale Mabry Highway, Suite 300
Tampa, FL 33609
Phone (813) 425-1445



ELECTRICAL PRECONSTRUCTION SERVICES

Fee Proposal

Palm Beach County Water Treatment Plant No. 2 Nanofiltration & Wellfield Project

Project:	Palm Beach County WTP2 – Nanofiltration & Wellfield
Client:	PCL Construction, Inc.
Contact:	Jean Capra, Construction Manager
Proposal Date:	April 8, 2026
Valid Through:	May 8, 2026
Submitted By:	Gilmore Electric Company, Inc.

1. Introduction

Gilmore Electric Company, Inc. is pleased to submit this fee proposal for Electrical Preconstruction Services in support of PCL Construction's CMAR preconstruction effort for the Palm Beach County Water Treatment Plant No. 2 – Nanofiltration and Wellfield Project. With decades of experience delivering complex water/wastewater electrical systems throughout South Florida, Gilmore Electric is uniquely positioned to provide meaningful constructability, pricing, and procurement guidance throughout design development.

2. Understanding of Scope

Gilmore Electric understands the following base level of effort (LOE) is requested to support CMAR preconstruction and GMP development:

- Design Review & Constructability Input – Review of electrical one-lines, equipment layouts, and specifications at Basis of Design Report (BODR), 30%, and 60% design milestones with identification of phasing, tie-in, and access risks.
- Progressive Electrical Pricing Input – Rough Order of Magnitude and progressively refined pricing for power distribution, Nanofiltration process loads, and wellfield electrical systems with documented assumptions and cost drivers.
- Permitting Assistance – Support for permitting coordination activities as required during the preconstruction phase.
- Project Setup & Administration – Ongoing meetings, workshops, and project administration throughout the preconstruction engagement.

3. Proposed Personnel

Name	Title / Role	Bill Rate	Responsibility
Danny Loveland	President & Owner	\$232.86/hr	Executive Oversight, Client Interface
Steve Rogers	Vice President	\$199.60/hr	Project Oversight, Coordination
Tony Costa	Chief Estimator	\$168.42/hr	Pricing, Procurement, Specifications
Maxwell Jones	Project Engineer	\$56.45/hr	Design Reviews, Constructability, Deliverables

4. Fee Schedule — Task Breakdown

Task	Scope of Services	D. Loveland \$232.86/hr	S. Rogers \$199.60/hr	T. Costa \$168.42/hr	M. Jones \$56.45/hr	Total Hrs	Fee	% Fee
Task 1 – Project Setup and Administration								
1.1	1.1 – Meetings and Workshops	60	25	12	18	115	\$21,998.74	7.4%
1.2	1.2 – Project Administration	46	28	8	12	94	\$18,325.12	6.2%
Subtotal		106	53	20	30	209	\$40,323.86	13.6%
Task 2 – Design Coordination Efforts								
2.1	2.1 – Onsite Conditions, As-built Review and Constructability Input	50	30	160	25	265	\$45,989.45	15.5%
2.2	2.2 – SUE Potholing and Concealed Site Assessment Plan	6	5	10	5	26	\$4,361.61	1.5%
2.3	2.3 – Basis of Design Report (BODR) Price Model	78	37	234	29	378	\$66,595.61	22.4%
2.4	2.4 – 30% Price Model	78	35	234	28	375	\$66,139.96	22.3%
2.5	2.5 – 60% Price Model	78	35	234	28	375	\$66,139.96	22.3%
2.6	2.6 – Permitting Assistance	10	8	20	5	43	\$7,576.05	2.5%
Subtotal		300	150	892	120	1462	\$256,802.64	86.4%
TOTAL – All Tasks		406 hrs	203 hrs	912 hrs	150 hrs	1671	\$297,126.50	100.0%

5. Deliverables

Gilmore Electric will provide the following deliverables at each applicable design milestone:

- Written constructability review memorandum noting risks, conflicts, and recommendations
- Rough Order of Magnitude and progressively refined electrical pricing worksheets with assumptions, clarifications, and exclusions
- Long-lead equipment identification log with vendor lead-time ranges
- Attendance and participation at designated preconstruction coordination meetings

6. Assumptions & Exclusions

- This proposal covers the Base LOE as described in PCL's April 8, 2026 request. Any additional scope beyond the stated design milestones or additional work packages will require a written amendment.
- Design documents will be provided to Gilmore Electric in a timely manner to support each milestone review. Delays in document receipt may affect schedule.
- Costs associated with reproduction, printing, or travel (if required) are not included and will be invoiced at cost with prior approval.
- This proposal does not include a GMP hard bid commitment. Pricing provided during preconstruction is estimating support only and is not a fixed-price offer.
- Field investigations, electrical system testing, or survey of existing infrastructure are not included.

7. Terms & Conditions

Invoicing: Monthly, based on actual hours incurred at the stated bill rates. Net 30 days.

Validity: This proposal is valid for 30 days from the date of submission.

Authorization: A written purchase order or executed subcontract is required prior to mobilization.

Governing Law: State of Florida.

8. Acceptance

By signing below, both parties agree to the scope, fee, and terms described in this proposal. This document, together with an executed purchase order or subcontract issued by PCL Construction, Inc., shall constitute the agreement between the parties.

Gilmore Electric Company, Inc.

PCL Construction, Inc.

Danny Loveland, President & Owner

Jean Capra, Construction Manager

Date

Date



3970 RCA Blvd, Suite #7750
Palm Beach Gardens, FL 33410
(561) 223-8035

Mike Hernandez
Project Manager
PCL Construction, Inc.
1111 Park Centre Blvd. Suite #203
Miami, FL 33169
M: 813-539-1688
mhernandez@pcl.com

April 27, 2026

Subject: Survey and SUE Services for the Treatment Plant Reverse Osmosis Expansion, Located in Palm Beach County, Florida.

OVERVIEW

Zeman Consulting Group shall perform the services described hereon in accordance with the Standards of Practice set forth in Chapter 5J-17.050 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes and/or the ASCE Standard 38-02, Quality Level A and B, "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data".

SCOPE- (As Requested)

1. **Field Activity**-Designate Utilities along the Offsite Route (2-Mile) and Plant Area
 - Designate (flag or paint) subsurface utilities utilizing EM (electromagnetic) and GPR (Ground Penetrating Radar). Identify types of utilities utilizing provided plans, above-ground evidence, and discussions with the Plant Manager and Client.
 - Obtain rims and inverts of accessible gravity structures.
 - Identify equipment and systems when possible.
 - Survey/Map found underground utilities and related above-ground improvements.
 - Vacuum Excavation Services (Soft-Digs)- Perform Vacuum Excavation at requested locations. Test Hole location of each hole will be added to the survey along with size, type of material and depth of target utility. Holes will be backfilled, compacted, and patched with concrete or asphalt, as needed.

2. **Office-Activity**-Prepare Survey and Modeling:
 - Review provided asbuilts and field data to ensure complete and accurate information.
 - Model Subsurface Utilities in Civil 3D "Pipe Networks" based on actual field measurements and supplemented with assumed or calculated information to form model.
 - Prepare CAD drawing of all field located above and below ground improvements.

3. Travel and attendance to meetings if requested.

COMPENSATION

Fee – Survey and SUE Services-
\$105,000 (Fieldwork)
\$40,000 (Officework and CAD Modeling)
\$145,000 Total Hourly, Not to Exceed:

Thank you for the opportunity to offer a proposal as outlined above and we look forward to working with you on this project.

Sincerely,

Derek Zeman

Derek Zeman, PSM
President
Zeman Consulting Group, LLC

Accepted By:

(Authorized Signature)

(Print Name / Title)

(Company)

**CONTRACT EXHIBIT H
COMPENSATION**

SECTION 1 PRECONSTRUCTION SERVICES

SECTION 2 CONSTRUCTION SERVICES [To be added at later date]

Exhibit B
 PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
 WATER TREATMENT PLANT NO. 2 EXPANSION
 Contract No. 24-033



PCL CIVIL CONSTRUCTORS, INC.
 PRECONSTRUCTION PHASE

	Principle In-Charge	Project Manager	Construction Manager	Preconstruction Manager	QA/QC Manager	Chief Estimator	Senior Estimator	Estimator	Superintendent	Project Engineer	Field Engineer	BIM Modeler	HSE Supervisor	Safety Officer	Administrative Assistant	Accountant	Scheduler	Subconsultants	Labor Hours	CM Price	Total Price
Contract Rate	\$ 125.02	\$ 97.10	\$ 90.38	\$ 82.45	\$ 74.51	\$ 109.00	\$ 87.15	\$ 55.37	\$ 76.84	\$ 52.14	\$ 43.42	\$ 50.08	\$ 73.82	\$ 57.01	\$ 34.06	\$ 49.39	\$ 73.88				
Multplier	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50				
Billable Rate	\$ 312.37	\$ 242.60	\$ 225.62	\$ 206.00	\$ 186.18	\$ 272.33	\$ 217.76	\$ 138.35	\$ 191.99	\$ 130.23	\$ 108.49	\$ 125.13	\$ 183.93	\$ 142.44	\$ 85.10	\$ 123.41	\$ 184.59				

Task ID A. Scope of Services

1 Task 1 - Project Setup and Administration

1.1 - Meetings and Workshops	188	144	352			56	128	24		352				8					21,999.74	1,260	\$ 243,647.89	\$ 265,646.63
1.2 - Project Administration	128	48	264				80		18	264				16					15,325.12	848	\$ 156,830.43	\$ 175,155.55
Subtotal - Task 1 - Project Setup and Administration	0	296	192	616	0	56	208	24	18	616	0	0	24	0	80	0	0	0	40,323.86	2,128	\$ 400,478.32	\$ 440,802.18

2 Task 2 - Design Coordination Efforts

2.1 - Onsite Conditions Assessments, As-built Review and 3D Pipe Clash Detection	8		48						18	18									45,989.45	88	\$ 16,985.27	\$ 62,974.72
2.2 - SUE Potting and Concealed Site Assessment Plan	24	12	48			0	8	8	20	20		40							4,381.81	180	\$ 32,720.00	\$ 37,081.81
2.3 - BODR Price Model	104	32	232			32	144	264	84	184		48			16				86,595.61	1,192	\$ 212,292.58	\$ 278,888.20
2.4 - 30% Price Model	188	24	196			48	384	420	56	320		48			32				86,139.96	1,808	\$ 320,256.02	\$ 386,395.98
2.5 - 60% Price Model	168	24	260			56	384	420	56	320		48			16				86,139.96	1,884	\$ 337,456.57	\$ 403,599.53
2.6 - Permitting Assistance			32							32									7,576.05	140	\$ 17,228.40	\$ 24,804.45
Subtotal - Task 2 Design Coordination Efforts	0	472	92	836	0	136	920	1112	212	892	0	184	0	64	196	0	176	0	256,802.64	5,292	\$ 938,941.85	\$ 1,193,744.49

3 Task 3 - Guaranteed Maximum Price Submissions

3.1 - GMP No. 1 - Wellfield Expansion and Raw Watermain Transmission	240	8	330			72	84	496	40	480		48		16	96				-	1,958	\$ 330,062.34	\$ 330,062.34
3.2 - GMP No. 2 - Early Works and Early Equipment Procurement	362	8	484			80	120	350	40	320		48		16	96				64	1,988	\$ 363,310.89	\$ 363,310.89
3.3 - GMP No. 3 - 90% Design	192	24	563			56	120	712	56	648		48		16	48				64	2,547	\$ 427,222.21	\$ 427,222.21
Subtotal - Task 3 Guaranteed Maximum Price Submissions	0	794	40	1377	0	208	324	1558	136	1448	0	144	0	48	240	0	176	0	-	6,493	\$ 1,120,595.45	\$ 1,120,595.45

4 Task 4 - Allowances

4.1 - Utility Investigation									54	36		40							145,000.00	130	\$ 20,063.24	\$ 185,063.24
Subtotal - Task 4 Allowances	0	0	0	0	0	0	0	0	54	36	0	40	0	0	0	0	0	0	145,000.00	130	\$ 20,063.24	\$ 185,063.24
Conceptual Design Scope of Services - All Tasks TOTAL	0	1562	324	2829	0	400	1452	2694	418	2692	0	368	24	112	516	0	352	0	442,128.50	14,043	\$ 2,478,078.85	\$ 2,920,205.35

B. Expenses	
Bonds and Insurance	\$ 33,582.36
Vehicles, Fuel, Mileage	Incl
Cell Phones	Incl
Computers / Software	Incl
Office / Documents	Incl
Section B. Total	\$ 33,582.36
Section A. Total	\$ 2,920,205.35
Total Fee	\$ 2,953,787.72

**CONTRACT EXHIBIT I
OSBD SCHEDULE 1 AND SCHEDULE 2-A**

OSBD SCHEDULE 1

Water Treatment Plant No. 2 Expansion

SOLICITATION/PROJECT/BID NAME: _____

SOLICITATION/PROJECT/BID NO.: Project No. 24-033

SOLICITATION OPENING/SUBMITTAL DATE: January 6, 2026

COUNTY DEPARTMENT: Palm Beach County Water Utilities Department

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: PCL Civil Constructors, Inc. ADDRESS: 1 N. Dale Mabry Hwy, Suite 300, Tampa, FL 33609

CONTACT PERSON: Erick Wahlstrom PHONE NO.: 813-425-1456 E-MAIL: ewahlstrom@pcl.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,511,661.22
 SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE SBE

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. Gilmore Electric Company, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$297,126.50</u>
2. Zeman Consulting Group LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$145,000.00</u>
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____

(Please use additional sheets if necessary)

Total \$442,126.50

Total Bid/Offer Price \$ 2,953,787.72

Total Certified SBE Participation \$ \$442,126.50

I hereby certify that the above information is accurate to the best of my knowledge: Erick Wahlstrom  Assistant Secretary
Name & Authorized Signature Title

- Note:**
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
 3. Modification of this form is not permitted and will be rejected upon submittal.
 4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

OSBD LETTER OF INTENT – SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

A completed Schedule 2-A is a document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) agreeing to work together if selected to provide a service. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2-A will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2-A must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Project No. 24-033

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 2 Expansion

Prime Contractor: PCL Civil Constructors, Inc. Subcontractor: Gilmore Electric Company, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 2/28/2025-2/28/2028

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Project Setup and Administration	1	LS		\$40,323.86
2	Design Coordination Efforts	1	LS		\$256,802.64

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

PCL Civil Constructors, Inc.

Print Name of Prime

By:  _____

Authorized Signature

Erick Wahlstrom

Print Name

Assistant Secretary

Title

Date: 4/28/2026

Gilmore Electric Company, Inc.

Print Name of Subcontractor/subconsultant

By:  _____

Authorized Signature

Steve Rogers

Print Name

Vice President

Title

Date: 4/28/2026

OSBD LETTER OF INTENT – SCHEDULE 2-A FOR USE ON CM@R PROJECTS ONLY*

A completed Schedule 2-A is a document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) agreeing to work together if selected to provide a service. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2-A will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2-A must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Project No. 24-033

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 2 Expansion

Prime Contractor: PCL Civil Constructors, Inc. Subcontractor: Zeman Consulting Group LLC

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): 9/16/2024-9/15/2027

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Survey and SUE Investigation Field Work	1	LS	\$105,000	\$105,000
2	Modeling and CAD Office Work	1	LS	\$40,000	\$40,000

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$145,000

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

PCL Civil Constructors, Inc.

Print Name of Prime

By: 
Authorized Signature

Erick Wahlstrom

Print Name

Assistant Secretary

Title

Date: 4/27/2026

Zeman Consulting Group LLC

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Derek Zeman

Print Name

President/Managing Member

Title

Date: 4/27/2026

**CONTRACT EXHIBIT J
CONSTRUCTION HOURLY LABOR RATES**

PCL Civil Constructors, Inc

PROJECT STAFF DESCRIPTION	CONTRACT	MULTIPLIER	BILLABLE RATE
	RATE		PER HOUR
Principle In-Charge	\$124.95	2.50	\$312.37
Project Manager	\$97.04	2.50	\$242.60
Construction Manager	\$90.33	2.50	\$225.82
Preconstruction Manager	\$82.40	2.50	\$206.00
QA/QC Manager	\$74.47	2.50	\$186.18
Chief Estimator	\$108.93	2.50	\$272.33
Senior Estimator	\$87.10	2.50	\$217.76
Estimator	\$55.34	2.50	\$138.35
Superintendent	\$76.80	2.50	\$191.99
Project Engineer	\$52.11	2.50	\$130.29
Field Engineer	\$43.39	2.50	\$108.48
BIM Modeler	\$50.05	2.50	\$125.13
HSE Supervisor	\$73.57	2.50	\$183.93
Safety Officer	\$56.98	2.50	\$142.44
Administrative Assistant	\$34.04	2.50	\$85.10
Accountant	\$49.37	2.50	\$123.41
Scheduler	\$73.84	2.50	\$184.59

**CONTRACT EXHIBIT J
CONSTRUCTION HOURLY LABOR RATES**

Gilmore Electric Company, Inc.

PROJECT STAFF DESCRIPTION	CONTRACT	MULTIPLIER	BILLABLE RATE
	RATE		PER HOUR
President & Owner	\$138.61	1.68	\$232.86
Vice President	\$118.81	1.68	\$199.60
Chief Estimator	\$100.25	1.68	\$168.42
Project Engineer	\$33.60	1.68	\$56.45

**CONTRACT EXHIBIT J
CONSTRUCTION HOURLY LABOR RATES**

Zeman Consulting Group LLC

PROJECT STAFF DESCRIPTION	CONTRACT	MULTIPLIER	BILLABLE RATE
	RATE		PER HOUR
Chief Surveyor - Hour	\$74.46	3.00	\$223.38
Senior Surveyor - Hour	\$72.88	3.00	\$218.64
Professional Surveyor - Hour	\$60.72	3.00	\$181.16
SUR Survey/GIS/SUE Analyst - 2 Hour	\$40.00	3.00	\$120.00
SUR Survey/GIS/SUE Analyst - 1 Hour	\$27.00	3.00	\$81.00
2-Person SUE Crew - Hour	\$77.00	3.00	\$231.00
3-Person SUE Crew - Hour	\$97.00	3.00	\$291.00
2-Person Survey Crew - Hour	\$62.25	3.00	\$186.75
3-Person Survey Crew - Hour	\$88.25	3.00	\$264.75
Subsurface Utility Manager - Hour	\$50.48	3.00	\$151.44

DESCRIPTION			BILLABLE RATE
Vacuum Excavation Soft Dig (per Hole)			\$578.81
Vacuum Excavation Hard Dig (per Hole)			\$694.58

**CONTRACT EXHIBIT K
MISCELLANEOUS DOCUMENTS/FORMS**

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

- A. Notice to Proceed
- B. Periodical Estimate for Partial Payment
- C. Office of Small Business Development Vendor Forms
- D. Warranty of Title and Release
- E. Consent of Surety
- F. Request for Adjustment of Retainage
- G. Change Order
- H. Charge Authorization
- I. Certificate of Substantial Completion
- J. Construction Manager's Certification of Final Completion
- K. Statement of Unresolved Claims
- L. Consent of Surety for Final Payment
- M. Final Warranty of Title
- N. Work Directive

NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(CONSTRUCTION MANAGER)

ADDRESS: _____

**FOR
PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT**

**Water Treatment Plant No. 2 Expansion
PBCWUD Project No.: 24-033**

You are hereby notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract, the dates of Substantial Completion and Final Completion are <<Substantial_Completion>> successive calendar days and <<Additional_Days_from_Substantial_to_Final_Completion>> successive calendar days, respectively, from this date.

Before you may start any Work you must deliver to the Engineer, the following:

1. List of all subcontractors that will perform work on the project.
2. Construction schedule as required in specification Section 01 33 00.
3. List of all shop drawings to be submitted.

Palm Beach County, Florida

By: _____
(Authorized Signature)
PBC Water Utilities Department

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ this _____ day of _____, 20__.

BY: _____ TITLE: _____

PRINT NAME: _____

Copy to Engineer
(Use Certified Mail
Return Receipt Requested)

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: Water Treatment Plant No. 2 Expansion

PBCWUD PROJECT NO.: 24-033 RESOLUTION NO.: R

CONSTRUCTION
MANAGER: _____

ADDRESS: _____

Application No.: _____ Period From: _____ to _____

Account Number: _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE:

- A. Original Contract Amount (Page A-2, Col. 6) _____
- B. Plus: Change Order Additions (Page A-3, Col. 5) _____
- C. Less: Change Order Deletions (Page A-3, Col. 7) _____
- D. Adjusted Contract Amount as of this Estimate _____

ANALYSIS OF WORK PERFORMED TO DATE:

- 1. Original Contract Work Performed to Date (Page A-2, Col. 8) _____
- 2. Extra Work Performed to Date (Page A-3, Col. 6) _____
- 3. Total Value of Work Performed To Date _____
- 4. Plus: ___ % of Stored Material and Equipment
(Attach Schedule & Copies of Invoices) _____
- 5. Total Work Performed To Date Plus Stored
Materials and Equipment _____
- 6. Less: ___ % Retainage _____
- 7. Net Amount Earned on Contract to Date _____
- 8. Less: Amount of Previous Payments _____
- 9. Plus: Reduction in Retainage from ___ % to ___ % _____
- 10. Balance Due This Payment _____

CERTIFICATION OF CONSTRUCTION MANAGER:

I hereby certify that I have checked and verified this Periodical Estimate for Payment No. _____, for the period from _____ to _____, inclusive, and that it is a true and correct statement of all work performed, and/or any and all material and equipment supplied by this Construction Manager; that all work, materials, and equipment included in Periodical Estimate No. _____ have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of Periodical Estimate No. _____ have been authenticated and approved by the authorized undersigned representative of the Construction Manager.

(Construction Manager)

By _____
(Authorized Representative)

(Print Name)

Title _____

Date _____

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: Water Treatment Plant No. 2 Expansion
PBCWUD PROJECT NO.: 24-033 RESOLUTION NO.: R
CONSTRUCTION
MANAGER: _____
ADDRESS: _____
Application No.: _____ Period From: _____ to _____
Account Number: _____

CERTIFICATION OF CONSTRUCTION REPRESENTATIVE:

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Periodical Estimate No. _____ are correct; that the work, material and equipment shown thereon has been completed and supplied in conformance with the Contract Documents of the project between PALM BEACH COUNTY (Owner), and _____ (Construction Manager), dated _____, including any authorized changes, deviations, substitutions, alterations and/or additions; that it is agreed that this Periodical Estimate for Payment No. _____ is a true and correct statement of the Contract Amount, up to and including the last day of the last day of the period covered by this Periodical Estimate No. _____ and that no part of the "balance due", this payment has been received.

(Project Representative - Print Name) By _____
(Project Representative - Signature)
Title _____ Date _____

CERTIFICATION OF WATER UTILITIES REPRESENTATIVE:

To the best of my knowledge and belief, all items shown on the face of this Periodical Estimate for Partial Payment No. ____ are correct and that the work, material and equipment shown thereon has been completed and/or supplied in conformance with the Contract Documents, and is satisfactory for approval and processing for payment.

Palm Beach County Water Utilities Department By _____
(Owner) (Signature of Authorized Representative)

(Print Name)
Title Director of Engineering Division Date _____

**Office of Small Business Development
Vendor forms included as part of EXHIBIT K**

Go to Palm Beach County's Office of Small Business Development (OSBD) website <https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx> to download the latest version of the required vendor forms listed below:

OSBD Schedule 3 – Subcontractor Activity Form

OSBD Schedule 3A – Professional Services Activity Report

OSBD Schedule 4 – Subcontractor/Subconsultant Payment Certification

done or labor, materials, equipment or supplies furnished and/or any other kind of class of lien or liens on the Property.

6. This shall constitute a full, absolute, and unconditional release and discharge by the Construction Manager to the County of all claims or liens of the Construction Manager, of whatever nature, arising out of, in connection with, or resulting from the supply by the Construction Manager, or any of its subcontractors or suppliers, of labor and/or materials to the Property as of the indicated Cutoff Date, except to the extent of the "Present Unpaid Balance" and any claims listed on the attached statement of unresolved claims.

The Construction Manager agrees to indemnify and hold the County harmless from and against all costs and expenses, including reasonable attorney's fees and fees on appeal, resulting from any entity or individual who claims to have not been paid for labor, materials, equipment, tools, supplies and manufactured articles furnished in connection with the Completed Work.

This Affidavit is done with the understanding that contract payments are based on the truth and veracity of this document and any misrepresentation hereunder could result in action for breach of contract and/or loss, reduction or retention of future contract payments.

This statement is given under oath.

(Construction Manager)

(CORPORATE SEAL)

(Signature)

(Print Name)

(Title)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSENT OF SURETY

For Reduction of or Partial Release of Retainage

PROJECT NAME: Water Treatment Plant No. 2 Expansion

PROJECT LOCATION:

PBCWUD PROJECT NO.: 24-033 RESOLUTION NO.: R

CONTRACT DATE: _____

CONTRACT TYPE: _____

CONTRACT AMOUNT: _____ ENGINEER'S PROJECT NO.: _____

ENGINEER: _____

In accordance with the provisions of the above-named Contract between the County and the Construction Manager, the following named Surety:

on the PUBLIC CONSTRUCTION BOND of the following named Construction Manager:

hereby approves a reduction of or a partial release of retainage to the Construction Manager as set forth below:

The Surety Company hereby agrees that such reduction of or partial release of retainage to the Construction Manager shall not relieve said Surety Company of any of its obligations to the following named County as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

(Attest)

(Name of Surety Company)

(Print Name)

(Signature of Authorized Representative)

(Affix Corporate Seal Here)

(Print Name)

TITLE: _____

REQUEST FOR ADJUSTMENT OF RETAINAGE

PROJECT NAME: Water Treatment Plant No. 2 Expansion

PBCWUD PROJECT NO.: 24-033

County: _____ RESOLUTION NO.: R _____

ENGINEER: _____ PROJECT MANAGER _____

CONSTRUCTION
MANAGER: _____

The Construction Manager, _____ hereby requests that the percentage of partial payment estimates retained by the County under the provisions of the Contract Documents be REDUCED from ____% to ____%.

By _____ Date _____
(Signature of Construction Manager Representative)

(Print Name) Title _____

The Surety on the Public Construction Bond for said project:

hereby approves the foregoing request.

By _____ Date _____
(Attorney-in-Fact)

(Print Name)

Power of Attorney must be attached to original copy

Approval IS/IS NOT recommended. The percentage of completed work as of _____,
20__ is _____% and the present percentage of elapsed contract time as of _____,
20__ is _____%

By _____ Date _____
Signature of Resident Project Representative

(Print Name)

Approval IS/IS NOT recommended:

By _____ Date _____
Signature of County Project Manager

(Print Name)

APPROVED/DISAPPROVED:

By _____ Date _____
Signature of County's Representative

(Print Name)

CHANGE ORDER NO. _____
 Palm Beach County Water Utilities Department
 Contract for Construction Manager at Risk Services
 Water Treatment Plant No. 2 Expansion
 Resolution No. _____ Contract Dated _____

Project Title: Water Treatment Plant No. 2 Expansion

PBCWUD Project No.: 24-033

Construction Manager: _____

Address: _____

Budget Line Item No.: _____ - _____ - _____ - _____

District: _____

Notice to Proceed: _____

The Contract provides for _____% SBE participation. This Change Order includes _____% overall SBE participation. The cumulative SBE participation, including this Change Order is _____%.

The Contract and this Change Order is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.

You are directed to make the following changes in this contract:

(INSERT NARRATIVE DESCRIPTION OF THE SPECIFIC WORK TO BE UNDERTAKEN UNDER THE CHANGE ORDER – SPECIFY DOLLARS AND DAYS – REFERENCE ANY SUPPORTING DOCUMENTATION BEING INCLUDED AS AN ATTACHMENT TO SUPPORT THE CHANGE ORDER)

Total: _____

All Attachments to this Change Order are made a part of this Change Order and incorporated herein.

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES THEIR AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Contract Sum was.....	\$ _____
Net Change by previous Change Order.....	\$ _____
The Contract Sum prior to this Change Order was.....	\$ _____
The Contract Sum will be increased/decreased by this Change Order.....	\$ _____
The New Contract Sum indicating this Change Order will be.....	\$ _____
The Date of Substantial Completion prior to this Change Order was	(Date) _____
The Date of Final Completion prior to this Change Order was	(Date) _____
The Contract Time will be increased/decreased by.....	(Days) _____
The Date of Substantial Completion including this Change Order.....	(Date) _____
The Date of Final Completion including this Change Order.....	(Date) _____

CHANGE ORDER NO. _____
 Palm Beach County Water Utilities Department
 Contract for Construction Manager at Risk Services
 Water Treatment Plant No. 2 Expansion
 Resolution No. _____ Contract Dated _____

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

	Palm Beach County Water Utilities Department	Palm Beach County Board of County Commissioners
CONSTRUCTION MANAGER	ENGINEER	OWNER
ADDRESS	8100 Forest Hill Blvd. West Palm Beach, FL 33413	301 N. Olive Avenue West Palm Beach, FL 33401
SIGNATURE	SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME	Sara Baxter PRINT NAME
TITLE	TITLE	Mayor TITLE
DATE	DATE	DATE

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____, day of _____, _____, by _____ who is personally known to me or has produced _____ as identification.

 (Signature of Notary Public – State of Florida)

 (Print, Type, or Stamp Commissioned Name of Notary Public)

Approved as to Form and Legal Sufficiency

By: _____
 County Attorney

Attest: Michael A. Caruso, Clerk of the Circuit Court
 & Comptroller, Palm Beach County

By: _____
 Deputy Clerk

CHARGE AUTHORIZATION

PROJECT: Water Treatment Plant No. 2 Expansion
PBCWUD PROJECT NO. 24-033 **RESOLUTION NO.** R _____
DISTRICT NUMBERS: _____
CHARGE AUTHORIZATION NO.: _____

TO (Construction Manager): _____ **DOCUMENT NO.** _____

CONTRACT DATE: _____
NOTICE TO PROCEED: _____
BUDGET LINE ITEM: _____

You are directed to perform the following work and make the following charges to the applicable allowance accounts:

1.

Total: _____

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONSTRUCTION MANAGER INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHARGE.

Total of Original Contract Allowances	\$ _____
Contract Allowances previously granted	\$ _____
The Allowance Balance prior to this Charge Authorization was.....	\$ _____
Amount Allowance Accounts will be increased/decreased by this Charge Authorization.	\$ _____
The Allowance Balance after this Charge Authorization will be	\$ _____

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

Palm Beach County Water
Utilities Department

ENGINEER

CONSTRUCTION MANAGER

OWNER

8100 Forest Hill Blvd. West
Palm Beach, FL 33413

Address

Address

Address

BY _____

BY _____

BY _____

(Print Name)

(Print Name)

(Print Name)

DATE _____

DATE _____

DATE _____

CONSTRUCTION MANAGER hereby accepts this Certificate of Substantial Completion:

By: _____
(Signature) (Print Name)

_____ Date: _____
(Title)

County acknowledges receipt of this Certificate of Substantial Completion:

By: _____
Director of Engineering Division (Print Name)

Date: _____

CONSTRUCTION MANAGER'S CERTIFICATION OF FINAL COMPLETION

TO: _____

PROJECT NAME: Water Treatment Plant No. 2 Expansion

PBCWUD PROJECT # 24-033

JOB NO. _____

RESOLUTION NO. R _____

ATTN: _____

COUNTY: _____

ENGINEER _____

FROM: _____
(Firm or Corporation)

This is to certify that I, _____ am an authorized official of _____ working in the capacity of _____ and have

been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract:

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Documents and approved changes thereto.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance thereof by the County, shall operate as a bar to claim against the Construction Manager under the terms of the guarantee provisions of the Contract Documents.

Date of Final Completion: _____

BY _____ TITLE _____

(Print Name) FOR _____

Recommended by the ENGINEER:

By: _____ Date: _____
Professional Engineer (Print Name)

County acknowledges receipt of this Certificate of Final Completion:

By: _____ Date: _____
Director of Engineering Division (Print Name)

STATEMENT OF UNRESOLVED CLAIMS

FOR PBCWUD PROJECT NO. 24-033

RESOLUTION NO. R

PAYMENT APPLICATION NUMBER

Construction Manager shall list, in detail, on this page and any required additional pages all outstanding, unresolved claims which Construction Manager has on this project.

FINAL WARRANTY OF TITLE

STATE OF FLORIDA _____)

COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn and says:

1. Affiant is the _____ of _____ a _____ (hereinafter called the "Construction Manager").

2. Construction Manager entered into a Contract dated the _____ day of _____, 20__ (hereinafter called the "Contract") with the **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter called the "County"), being Contract No. R _____ for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents (such construction and performance being hereinafter collectively referred to as the "Work") on property owned and or controlled by the County, located in .

3. Construction Manager has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, except for the following:

None, unless set forth below:

Name	Address	Amount Due or to Become Due and Unpaid
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets, if more space is needed)

4. Receipt by Construction Manager of the Final Payment from County in the amount of \$ _____ shall constitute a full release and discharge by Construction Manager to said County of all claims and liens of the Construction Manager against said County arising out of, connected with, or resulting from performance of the Contract or the Work.

5. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

6. Construction Manager agrees to forever indemnify, defend, and hold said County harmless from and against all costs and expenses, including reasonable attorney's fees, including fees on appeal, resulting from individuals, firms, or corporations who claim to have not been paid for material, labor, equipment, tools, supplies, manufactured articles or services furnished incident to the Work.

7. This Affidavit is made for the purpose of inducing Final Payment from the County to the Construction Manager under the Contract in compliance with the Contract Documents.

8. Affiant has full authority to execute this Affidavit and to execute a full and final release of all claims and liens on behalf of the Construction Manager.

Signed and Sealed in the presence of:

(CORPORATE SEAL)

(Construction Manager)

(Signature)

(Print Name)

(Title)

(Witness)

(Print Name)

(Witness)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

**PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT**

WORK DIRECTIVE

To: _____
Construction Managers Name

Address

Project Name: Water Treatment Plant No. 2 Expansion
PBCWUD Project No.: 24-033
Work Directive No.: _____

Resolution No. R _____

In accordance with your proposal dated _____ you are authorized to perform the following scope of work

_____ Time and materials as specified in the Contract Documents

_____ Lump Sum Price of _____.

Note: This Work Directive will be incorporated into a Change Order that will be submitted to the Contract Review Committee, Board of County Commissioners or Palm Beach County Water Utilities Director for approval.

Authorized by:

(Print Name)

Title

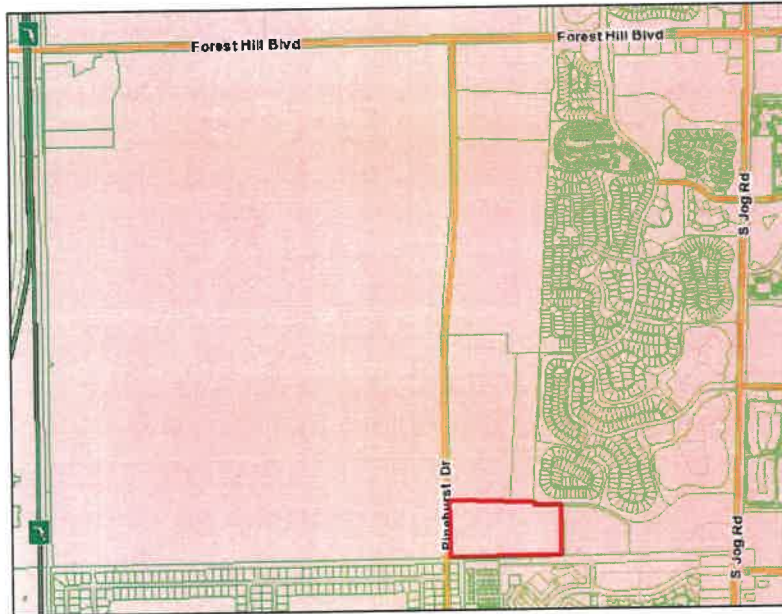
Signature

Date

ATTACHMENT 2

Location Map

PBCWUD Project No. 24-033



Water Treatment Plant No. 2



ATTACHMENT 3

Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003561	PCL Civil Constructors, Inc.	Modified	Compliant					wud 24-033	Construction Manager At Risk Water Treatment Plant No.2 Expansion
		A+ , XV	Old Republic Insurance Company	mwtb31394225	7/1/2025	7/1/2026	Auto Liability		
		A+g , XV	Indian Harbor Insurance Company	CPX742008712	7/1/2025	7/1/2026	Excess Liability		
		A+ , XV	Old Republic Insurance Company	mwzx31696225	7/1/2025	7/1/2026	General Liability		
		A+ , XV	Old Republic Insurance Company	mwzy31394125	7/1/2025	7/1/2026	General Liability		
		A+ , XV	Old Republic Insurance Company	mwc31394025	7/1/2025	7/1/2026	Workers Comp		

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

ATTACHMENT 4

(Page 1 of 2)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF
HILLSBOROUGH

BEFORE ME, the undersigned authority, this day appeared Erick Wahlstrom, by means of X physical presence OR online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or

the Assistant Secretary of PCL Civil Constructors, Inc. a Colorado Corporation.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd., Partnership, etc.]

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1 N Dale Mabry Hwy, Suite 300 Tampa, FL 33609


3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.



Erick Wahlstrom, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization this 10 day of April, 2026, by Erick Wahlstrom [who is personally known to me or [] who has produced _____ as identification and who did take an oath.



KRISTAL COHEN
Notary Public
State of Florida
Comm# HH244194
Expires 4/30/2026

Notary Public K Cohen
(Print Notary Name)
State of Florida at Large
My Commission Expires: April 30, 2026

