Agenda Item #: **3H-6**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 10, 2026 | **[X] Consent** | **[ ] Regular** | **[ ] Workshop** | **[ ] Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Construction Manager (CM) at Risk Services contract with Kaufman Lynn Construction, Inc. (Kaufman) for the Aqua Crest Pool Complex Renovations (Project); and

B) Task Order No. 1 with Kaufman for preconstruction services in the amount of $85,000 for the Project.

Summary: On August 20, 2024, the Board of County Commissioners (BCC) approved a Consultant Services Authorization (R2024-0945) with the Ohlson Lavoie Corporation (Consultant) to provide professional design services to develop all design and engineering documents required for the Project. The Project is located at 2503 Seacrest Boulevard in Delray Beach and consists of the renewal, replacement, and reconfiguration of the existing aquatic and administrative facilities to better serve the needs of the County's Parks and Recreation Department. The Project includes construction of approximately 8,000 square feet of new and reconfigured administrative space, a competition pool, diving board and well, lifeguard office, multi-purpose rooms, locker rooms, restrooms, new service yard, and pool pumps with pool heaters. The Project further includes reconfiguration and improvements of the existing site, including surface parking, perimeter fencing, grass for outdoor activities, and general property improvements. The overall Project is intended to renew and modernize the existing facility first opened to the public in 1980, improve the functionality and efficiency of the site and provide updated indoor and outdoor amenities to support the aquatics and recreational programs. Kaufman is to provide CM at Risk services consisting of pre-construction services for the development of the Project. Task Order No. 1 authorizes pre-construction services for the Project. Preconstruction services include, but are not limited to, design reviews, value analysis, scheduling services and cost estimates, prequalification of trade contractors, competitive public bidding of trade contracts, and the development of the GMP. Once construction is authorized by the BCC, Kaufman will publicly bid the construction subcontracts to include a Small Business Enterprise (SBE) goal as established by the Goal Setting Committee (GSC). The construction of the facility will be authorized through a GMP amendment to the contract, which will be presented to the BCC once complete. The preliminary construction cost of the Project is estimated at $22,500,000. **(Continued on Page 3)**

Background and Justification: On Page 3

Attachments:
1. Location Map
2. Disclosure of Ownership Interests
3. CM at Risk Services Contract – Kaufman Lynn Construction, Inc.
4. Budget Availability Statement for Task Order No. 1
5. Task Order No. 1
6. CM at Risk Services History Sheet

Recommended By: _____ Oct. 2, 2026
Department Director **Date**

Approved By: _____ 10/22/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	$85,000				
Operating Costs					
External Revenues					
In-Kind Match (County					
NET FISCAL IMPACT	$85,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No ____
Is this item using Federal Funds? Yes ____ No X
Is this item using State Funds? Yes ____ No X

Budget Account No:
Fund 3950 **Dept** 581 **Unit** T077 **Object** 6505

CONSTRUCTION	$85,000.00
STAFF COSTS	$ 0.00
CONTINGENCY	$ 0.00
TOTAL	$85,000.00

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

Funding for this Project is from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: [signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[signature] 10/7/2026
OFMB
KK 10/7 DA 10/7

[signature] 10/13/26
Contract Development and Control
ZG 10.8.26

B. Legal Sufficiency:

[signature] 10/14/26
Chief Assistant County Attorney

C. Other Department Review:

[signature]
Department Director

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

Continued from page 1.

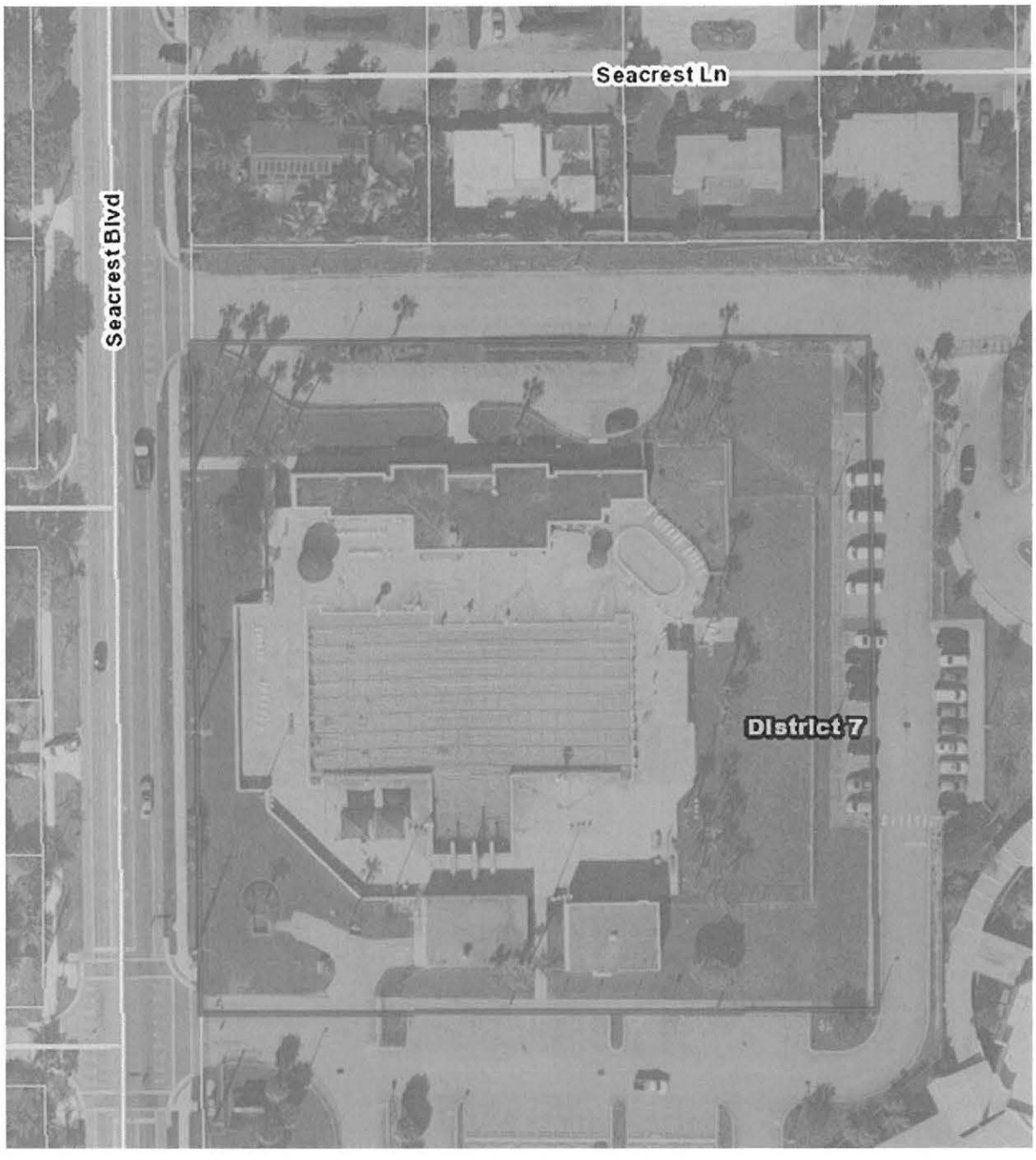
Summary: This CM at Risk Services Contract was presented to the GSC on September 11, 2025, and the GSC established the following Affirmative Procurement Initiative (API): a SBE evaluation preference for mentoring an SBE. Kaufman partnered with M.C.O. Construction and Services, Inc., an SBE firm, for services in an amount not less than 20% of its preconstruction and construction phase fees. The CM is on notice that all GMP amendments for construction services issued pursuant to this contract will be subject to the requirements of the Small Business Development (SBD) Ordinance, including requesting that an API be set prior to bidding the subcontracts. Kaufman is a local business. **Funding for this Project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 7 (MWJ)**

Background and Justification: CM at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. This CM at Risk Services contract with Kaufman will authorize the construction management services necessary for the Project. Pursuant to the BCC direction provided on July 7, 2026, regarding the comprehensive overview of the County's Fiscal Year (FY) 2027 – FY2031 Capital Improvements Program, this Project meets the criteria for funding approval, as the pre-construction services required is a component of the planning and design phase that was authorized. This aquatic facility was first opened to the public in 1980 and has reached the end of its useful life.

ATTACHMENT # 1

LOCATION MAP

Project No: 19202
Project Name: Aqua Crest Pool Complex Renovations
Location: 2503 Seacrest Boulevard, Delray Beach, Florida 33444



ATTACHMENT #2

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared Doug Simms, by means of [✓] 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 CFO/Treasurer of Kaufman Lynn Construction, Inc..
[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: 3185 S, Congress Avenue, Delray Beach, Florida 33445

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.

Doug Simms, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of [✓] physical presence OR [ ] online notarization this 30th day of June, 2026, by Douglas Simms, *[✓] who is personally known to me or [ ] who has produced as identification and who did take an oath.*

LYNN ALMEIDA MY COMMISSION EXPIRES 08-04-2028 NOTARY PUBLIC COMM. # HH 514741 STATE OF FLORIDA

Notary Public
Lynn Almeida
(Print Notary Name)
State of Florida at Large
My Commission Expires: 8/4/2028

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	**Address**
Kaufman Lynn is an ESOP. 100% of the shares are held in trust by the Trustee:	
Miguel Peredes, Prudent Fiduciary Services	100 N Barranca St., Suite 400 West Covina, CA 91791

ATTACHMENT #3

CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

FOR

AQUA CREST POOL COMPLEX RENOVATIONS

PROJECT NO.: 19202

KAUFMAN LYNN CONSTRUCTION, INC.

(Non-Federal - Project Specific)

TABLE OF CONTENTS

ARTICLE	TITLE
1	**GENERAL TERMS**
1.1	Definitions
1.2	Standards of Performance
1.3	The Construction Team
1.4	General Warranties
1.5	Construction Manager's Warranties
1.6	Time is of the Essence
1.7	Complete Functional Project
1.8	Governing Order
1.9	Extent of Agreement
2	**CONSTRUCTION MANAGER'S BASIC SERVICES**
2.0	Phases
2.1	Preconstruction Phase
2.2	Construction Phase
3	**ADDITIONAL SERVICES**
4	**OWNER'S RESPONSIBILITIES**
4.1	Owner's Representative
4.2	Inspector
4.3	Review of CM Deliverables
5	**SCHEDULE**
5.1	Preconstruction Phase
5.2	Construction Phase
5.3	Critical Dates Established
5.4	Acceleration of Schedule
5.5	Use or Occupancy Ahead of Schedule
6	**GUARANTEED MAXIMUM PRICE**
6.1	GMP
6.2	Taxes
6.3	Construction Contingency
6.4	CM Fee
6.5	Payment Requests
6.6	Certification
6.7	No Inconsistent Positions
6.8	GMP Adjustments
6.9	No Overhead and Profit on Construction Manager's Contingency
6.10	Cost Savings
7	**PAYMENTS TO CONSTRUCTION MANAGER**
7.1	Payments
8	**COST OF THE WORK**
8.1	Definition
8.2	Cost Items
8.3	Defective Work
8.4	Costs Not Reimbursable
8.5	Cost Recovery

8.6	Credits Against Costs
9	**CHANGES IN THE WORK**
10	**DISCOUNTS**
11	**INSURANCE**
12	**PERIOD OF SERVICE**
13	**INSPECTOR GENERAL**
14	**SCRUTINIZED COMPANIES**
15	**NON-DISCRIMINATION**
16	**COUNTERPARTS**
17	**PUBLIC ENTITY CRIMES**
18	**ENTIRETY OF CONTRACTUAL AGREEMENT**
19	**INTERACTIONS WITH COUNTY STAFF**
20	**DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**
21	**NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT**
22	**DIGITAL ACCESSIBILITY COMPLIANCE**
EXHIBIT A	**GENERAL CONDITIONS**
EXHIBIT B	**SPECIAL CONDITIONS**
EXHIBIT C	**INSURANCE CERTIFICATES**
EXHIBIT D	**CONFLICT OF INTEREST DISCLOSURE FORM**
EXHIBIT E	**NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT**

CONTRACT FOR
CONSTRUCTION MANAGER AT RISK SERVICES

This Contract is made as of November 20, 2024 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 Kaufman Lynn Construction, Inc., a Florida Profit Corporation, authorized to do business in the State of Florida, whose Federal Tax ID Number is 65-0098115 hereinafter referred to as the "**Construction Manager**" or "**CM**".

WITNESSETH:

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

CM@RISK SERVICES for
Project Name: Aqua Crest Pool Complex Renovations
Project No.: 19202

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);
- Special Conditions;
- 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 "Architect" means the Architect/Engineer of Record for the Project which will be designated in the special conditions to this Contract.

1.1.3 "API" or **"Affirmative Procurement Initiative"** has the meaning set forth in Section 2.1.13.1(b)

1.1.4 "Basic Services" means the services described in Article 2 of this Contract.

1.1.5 "Change Order" means written orders to the Construction Manager for any changes in accordance with GC 65 of the General Conditions.

1.1.6 "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).

1.1.7 "Construction Documents" means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and Change Orders for the Project.

1.1.8 "Construction Manager's Fee" or **"CM Fee"** has the meaning set forth in Section 6.4 hereof.

1.1.9 "Construction Schedule" or **"Master Project Schedule"** has the meaning set forth in Section 1.6.

1.1.10 "Construction Team" means the Owner, the Architect and the Construction Manager.

1.1.11 "Contract" means the Contract as defined on page one hereof.

1.1.12 "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

1.1.13 "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.

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

1.1.15 "Cost of the Work" has the meaning set forth in Section 8.1.

1.1.16 "SBD Ordinance" has the meaning set forth in Section 2.1.13.1(a).

1.1.17 "SBD Program" has the meaning set forth in Section 2.1.13.1(a).

1.1.18 "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.

1.1.19 "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.

1.1.20 "Liquidated Damages" has the meaning set forth in GC80 of the General Conditions.

1.1.21 "Owner" means Palm Beach County.

1.1.22 "Preconstruction Services Fee" has the meaning set forth in Section 7.1.1.

1.1.23 "SBE" means a small business certified under the County's SBD Program.

1.1.24 "Subcontractor" means Trade Contractor, and the terms will be used interchangeably.

1.1.25 "Task Order" means an Amendment to the Contract that authorizes pre-construction services for the Project.

1.1.26 "Trade Contractor" means the Subcontractors hired by the CM to perform the Work for the Project.

1.1.27 "Work" means all the preconstruction, the construction and other services required by the Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under the Contract for the Project.

1.1.28 "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 Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete 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 Architect (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 Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of

the Construction Manager.

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

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

It is a 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 47 of the Contract.

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

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to

achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the County for consideration of an extension in accordance with the General Conditions of the Contract.

1.7 Complete Functional Project. It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of 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. Special Conditions
4. General Conditions
5. Insurance Certificates, Public Construction Bond and Guarantee
6. The Construction Documents (when approved)
7. The RFP
8. The Construction Manager's Proposal

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

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

ARTICLE 2
CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 Phases. The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services 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 Architect in maintaining the project budget and project scope 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 Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

2.1.2 Reports Required. The CM shall provide preconstruction deliverables consisting of 7 copies of reports at schematic design, 100% design development, 50% Construction Documents, and 95% 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 Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Owner and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. The CM shall proactively advise the Architect with regard to the most effective approach for designing the Project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. The CM shall provide recommendations on relative feasibility of construction methods; compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives. The CM shall conduct the comparisons and reviews required by General Condition (GC) 19.

2.1.4 Construction Feasibility Meetings. The CM shall attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written

recommendations on construction feasibility.

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

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

2.1.6 Schedules. CM shall provide, for the Architect's and the Owner's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated Construction Schedules for the Project. The Construction Manager shall update such schedule periodically, as required, but not more frequently that once per month.

2.1.7 Cost Estimates. Based on design documents, CM shall prepare for the Owner's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. CM shall update and refine this estimate as the Architect prepares each design phase of the Project (DDs, CDs). CM shall advise the Owner and the Architect 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 Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

2.1.8.1 Industry Accepted Practices. The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

2.1.9 Schedule for Building Components and Systems. The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the

Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

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

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

2.1.12 Schedule for Each Trade. CM shall develop a project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. 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 Architect. 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 (OSBD) 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 Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, 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 2-80.30 (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 thirty (30) calendar days from when the notice of non-compliance is sent. 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 SBD. Such waiver request shall be made on the required Office of SBD 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 *http://discover.pbcgov.org/HED/osbd/Pages/Documents.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.co.palm-beach.fl.us/webapp/vssp/AltSelfService . 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.

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.

Upon letter notification by the County that the payment tracking system is automated, the Construction Manager is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

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 Office of SBD.** 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 Small Business Development 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 and General Conditions allowance. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc.

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. In the event that the GMP exceeds the project construction budget, the Owner reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Project as necessary to maintain the project program and meet the project construction budget as follows:

a. After consultation with the Owner, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.

b. The Construction Manager shall develop and provide to the Owner a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.

c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the project construction budget.

2.1.14.4 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.

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 Architect and the Owner for

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

2.1.14.6 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), all permits, and "Notice(s) to Proceed" (NTP) from the Owner. 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, Architect 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 Architect, 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 Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

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

2.2.11 Cost Control. 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 Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Records. 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 as SC10 to the Special Conditions).

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 Architect/ Engineer's responsibilities for design, CM shall recommend necessary or desirable changes to the Owner and the Architect, CM shall review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 Change Order Cost Estimates. When requested by the Owner or Architect, 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 Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. CM shall keep a daily log available to the Owner and the Architect. 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 Facilities Development and Operations Department Capital Improvements Director, 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 Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the project. The Construction Manager will be notified in writing of 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 an Owner occupancy 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 Owner occupancy 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 revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as

may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

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

ARTICLE 6
GUARANTEED MAXIMUM PRICE

6.1 GMP. The 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 Architect. The GMP is subject to modification for Owner changes in the Work as provided in Article 9, herein.

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

6.3 Construction Contingency.

(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 on drawings.

(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.

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, 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., Pro-Log, including fees to have the Architect, the Owner and Subcontractors part of the system.

6.4.7 Travel and per diem costs of Construction Manager's employees and consultants if

calculated in accordance with 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, Architect 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 Architect 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. For preconstruction services, the total sum amount listed below for such services, the Preconstruction Services Fee which will be paid to Construction Manager in installments at the satisfactory completion of the following phases:

Per Task Order No. 1

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 sixty (60) 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.

ARTICLE 14
SCRUTINIZED COMPANIES

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

14.2 When contract value is greater than $1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Construction Manager 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 F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 15
NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution 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 discrimination. 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 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.

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 - Special Conditions
Exhibit C - Insurance Certificates
Exhibit D - Conflict of Interest Disclosure Form
Exhibit E - Non-Governmental Entity Human Trafficking Affidavit

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
DIGITAL ACCESSIBILITY COMPLIANCE

Construction Manager acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Construction Manager 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.

Construction Manager shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Construction

Manager shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Construction Manager shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Construction Manager 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.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Number: 19202
Project Name: Aqua Crest Pool Complex Renovations

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:
SHANNON RAMSEY-CHESSMAN,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER AD INTERIM

By:_____
Deputy Clerk

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

By:_____
Sara Baxter, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY

_____
Chief Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

_____
Director, Facilities Development &
Operations

Project Number: 19202
Project Name: Aqua Crest Pool Complex Renovations

(witness signature)

DEREK WOLFHOPE
(witness name printed)

(witness signature)

LYNN ALMEIDA
(witness name printed)

CONSTRUCTION MANAGER:
KAUFMAN LYNN CONSTRUCTION, INC.

By: _____
(signatory)

Christopher Long
(print signatory's name)

It's PRESIDENT
(print title)

JUNE 29, 2026
(date)

CONTRACT EXHIBIT A
GENERAL CONDITIONS

PALM BEACH COUNTY

CONSTRUCTION MANAGER AT RISK SERVICES

CONTRACT CONDITIONS

GENERAL CONDITIONS

GENERAL CONDITIONS
TABLE OF CONTENTS

ARTICLE

GC-1 EFFECTIVE DATE/ENTIRE AGREEMENT

GC-2 INDEPENDENT CONTRACTOR

GC-3 AUTHORIZED REPRESENTATIVES

GC-4 NOTICES

GC-5 LAWS AND REGULATIONS

GC-6 STANDARDS AND CODES

GC-7 CODE RELATED INSPECTIONS

GC-8 GOVERNING LAW

GC-9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

GC-10 COMMERCIAL ACTIVITIES

GC-11 COOPERATION WITH OTHERS

GC-12 FORMS & DOCUMENTS

GC-13 PUBLICITY AND ADVERTISING

GC-14 TAXES

GC-15 FEES

GC-16 UTILITIES

GC-17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

GC-18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

GC-19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

GC-20 PERMIT DRAWINGS AND SPECIFICATIONS

GC-21 CONTRACT INTERPRETATION

GC-22 DISPUTES

GC-23 SUSPENSION

GC-24 DECLARATION OF DEFAULT

GC-25 TERMINATION FOR DEFAULT

GC-26 TERMINATION FOR CONVENIENCE

GC-27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

GC-28 WARRANTY

GC-29 PATENT INDEMNITY

GC-30 INDEMNITY

GC-31 INSURANCE

GC-32 SITE CONDITIONS

GC-33 NOT USED

GC-34 ACCESS TO WORK AREAS

GC-35 INGRESS AND EGRESS

GC-36 PRECONSTRUCTION CONFERENCE

GC-37 MEETINGS

GC-38 NOT USED

GC-39 DELIVERY, UNLOADING AND STORAGE

GC-40 WORK AREA

GC-41 PLANT, EQUIPMENT AND FACILITIES

GC-42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

GC-43 SUBSTITUTIONS

GC-44 EXPEDITING

GC-45 FIELD LAYOUT OF WORK

GC-46 DRAWINGS, DATA AND SAMPLES

GC-47 CONSTRUCTION SCHEDULE

GC-48 RESPONSIBILITY FOR WORK SECURITY

GC-49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

GC-50 PROTECTION OF EXISTING PROPERTY

GC-51 LABOR

GC-52 EQUAL EMPLOYMENT OPPORTUNITY

GC-53 SAFETY & PROTECTION OF PERSONS & PROPERTY

GC-54 PROJECT SITE PROTECTION

GC-55 FIRE PREVENTION

GC-56 ILLUMINATION

GC-57 BEST MANAGEMENT PRACTICES

GC-58 DUST CONTROL

GC-59 WATER POLLUTION

GC-60 AIR POLLUTION

GC-61 EXPLOSIVES & HAZARDOUS MATERIALS

GC-61(a) ASBESTOS NOTIFICATION

GC-62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

GC-63 TESTING

GC-64 PROGRESS

GC-65 CHANGES

GC-66 RECORD DRAWINGS AND SPECIFICATIONS

GC-67 MEASUREMENT OF AND PAYMENT FOR WORK

GC-68 PROGRESS PAYMENT PROCEDURES

GC-69 USE OF COMPLETED PORTIONS OF WORK

GC-70 NOT USED

GC-71 SUBSTANTIAL COMPLETION

GC-72 FINAL INSPECTION AND ACCEPTANCE

GC-73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

GC-74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

GC-75 CLEANING UP

GC-76 PROJECT SIGNS

GC-77 NOT USED

GC-78 SEVERABILITY

GC-79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

GC-80 LIQUIDATED DAMAGES

GC-81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

GC-82 REQUEST FOR SECTION 179D ALLOCATION

GC-83 E-VERIFY – EMPLOYMENT ELIGIBILITY

APPENDIX A

GENERAL CONDITIONS

GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 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.

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

GC 2 INDEPENDENT CONTRACTOR

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

2.2. 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.

2.3 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.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority ("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.

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

GC 4 NOTICES

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

OWNER:

Palm Beach County
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604
Attn: Mr. Fernando Del Dago, AIA, Director

With a copy to:
County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

CONSTRUCTION MANAGER: (To be Identified After Award)

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

GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

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

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

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

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

GC 6 STANDARDS AND CODES

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

GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the Palm Beach County Department of Planning, Zoning, and Building (PZ&B) is a separate department within the County that is charged with the inspection of improvements to real property for code compliance. 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.

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida and that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

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

9.2 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.

GC 10 COMMERCIAL ACTIVITIES

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

GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors and subcontractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Owner, Owner's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Owner may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements.

11.2 If any part of the Construction Manager's Work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive 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.

GC 12 FORMS AND DOCUMENTS

12.1 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-I and provide to Owner monthly.

A. Request for Information
B. Field Instruction
C. Field Bulletin
D. Construction Change Proposal
E. Change Order
F. Construction Change Directive
G. Submittal Transmittal
H. Deficiency Report
I. Non-Conformance Report
J. Construction Manager's Daily Report
K. Substitution Request Form
L. Contingency Use Directive
M. Application for Payment
N. EBO Schedule 1
O. EBO Schedule 2-A
P. EBO Schedule 3
Q. EBO Schedule 4

12.2 The above listed forms are attached as Appendix A to these General Conditions.

GC 13 PUBLICITY AND ADVERTISING

13.1 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.

GC 14 TAXES

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

Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provisions of this section shall survive the termination or expiration of this Contract.

GC 15 FEES

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

GC 16 UTILITIES

16.1 The Construction Manager, at its expense, shall arrange for, develop, and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Construction Manager and shall include, but not be limited to, the following:

A. Public telephone service for the Construction Manager's use.
B. Construction power as required at each point of construction.
C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

18.1 The Owner shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Construction Manager involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers 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.

19.2 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.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The 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 Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change 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.

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

GC 21 CONTRACT INTERPRETATION

21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be

submitted immediately in writing to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "DISPUTES". The Construction Manager's protest shall state clearly and in detail the basis thereof. Owner will consider Construction Manager's protest and render its decision thereon within twenty-one (21) calendar days. If Construction Manager does not agree with the Owner's decision, the Construction Manager shall immediately deliver written notice to that effect to the Owner.

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

GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Owner or 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.

22.1 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.

GC 23 SUSPENSION

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

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

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or

facilities with respect to suspended Work other than to the extent required in the notice;

3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

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

1. A standby charge to be paid to Construction Manager during the period of suspension of Work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;

3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

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

GC 24 DECLARATION OF DEFAULT

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

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligations under this Contract if it:

A. Performs work which fails to conform to the requirements of this Contract;
B. Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
D. Fails to fulfill any of the terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Owner or its authorized representatives shall notify Construction Manager in writing of the nature of the failure and of Owner's intention to either terminate the Contract for default in whole or in part, or to declare the Construction Manager to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Construction Manager or its surety(ies) does not commence to cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Construction Manager's surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.4 Construction Manager and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily

incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 Upon termination for default Construction Manager shall:

A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;

B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Owner for performance of Work;

C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;

D. cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;

E. comply with other reasonable requests from Owner regarding the terminated Work; and

F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

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

GC 26 TERMINATION FOR CONVENIENCE

26.1 Owner may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by giving ten (10) business days written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Construction Manager, Owner shall pay Construction Manager in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

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

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

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

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

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

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

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Construction Manager or its subcontractors, or by changes ordered in the Work and in either event where such delay or change

in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Owner.

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

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

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

1. All schedule updates, submittals and other requirements of this General Condition have been met;
2. The delay must be beyond the control of the Construction Manager and subcontractors and due to no direct or indirect fault of the Construction Manager;
3. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;
4. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Owner; and
5. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

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

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

Manager shall provide in writing the information stated above.

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

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

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. In the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Owner has exclusive use of the area. If the Owner does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction

Manager at a time and in a manner acceptable to Owner.

28.4 Owner and Construction Manager agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

28.5 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, Owner may perform or cause to be performed the same at Construction Manager's expense.
Construction Manager shall perform such tests as Owner may require verification that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX or email) notice from the Owner. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, then the Owner may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal or equitable remedies it may have against the Construction Manager.

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

28.8 The terms of this section shall not modify, restrict or limit the County's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Construction Manager of its responsibilities for the performance of the original work in accordance with the requirements of the Contract Documents and will not limit the County's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Construction Manager's warranties (express or implied), Construction Manager's performance, or Construction Manager's duties and liabilities under the Contract Documents and the warranties therein and shall not limit or restrict the County's remedies or damages at law, in equity, or under contract.

28.9 Construction Manager and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

GC 29 PATENT INDEMNITY

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

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

29.3 This section shall survive the termination or expiration of this Contract.

GC 30 INDEMNITY

30.1 Construction Manager shall indemnify and hold harmless the Owner and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Construction Manager

further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Construction Manager" shall be construed to include, but not be limited to, the Construction Manager, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Construction Manager.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 The Construction Manager's indemnity and hold harmless obligations hereunder shall extend to all claims against the County by any third party or third party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 31 INSURANCE

31.1 General Requirements. Construction Manager shall, at its sole expense, maintain in force and effect at all times during the term of this Contract, and throughout the performance of Work hereunder, at least the insurance coverage, limits, and endorsements set forth in this article and the Insurance Coverage & Limit Table. The requirements herein, as well as County's approval of insurance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract. Where permitted by the carrier, coverage shall apply on a primary and non-contributory basis

31.2 Commercial General Liability. Construction Manager shall maintain a standard ISO version Commercial General Liability form policy with coverage including bodily injury and property damage, Premises/Operations, Products/Completed Operations for at least five (5) years after completion, Independent Contractors, Contractual Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards (XCU), and Severability of Interests including Cross Liability.

31.3 Business Automobile Liability. Construction Manager shall maintain a standard ISO version Business Automobile Liability coverage for all owned, non-owned and hired automobiles.

31.4 Workers' Compensation & Employer's Liability. Construction Manager shall 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 about contiguous to navigable bodies of water, covering all employees.

31.5 Special Risks Insurance. The Construction Manager shall maintain the following insurance coverage if applicable to the Work:

31.5.1 Watercraft Liability. With respect to any Work on or about contiguous, navigable bodies of water the Construction Manager shall maintain Watercraft liability or Protection and Indemnity insurance.

31.5.2 Aircraft Liability. With respect to any of the Work involving aircraft, including drones and fixed-wing helicopters, whether owned, hired, or borrowed, the Construction Manager shall maintain Aircraft Liability insurance. Passenger Liability coverage shall be included when persons other than the pilot and crew are occupying such aircraft.

31.5.3 Builder's Risk. Prior to the commencement of any construction work, Construction Manager shall obtain and evidence coverage under a Builder's Risk insurance policy. The policy shall include coverage for the completed value of the Project and extend coverage to materials located away from the Project site and/or in transit. Coverage shall be written on an All-Risk, Replacement Cost basis. 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 all-other-perils deductible shall not exceed $10,000, and the wind deductible shall not exceed five percent (5%) of the completed value.

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing coverage have consented to such partial occupancy or 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 signed acceptance by County, or until Construction Manager and County mutually consent to the termination, whichever occurs first. The Construction Manager shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

31.5.4 Installation Floater. With respect to property with values in excess of $100,000 which is rigged, hauled, or situated at the site pending installation, and not covered by a builder's risk policy, Construction Manager shall maintain inland marine property insurance such as an installation floater.

31.6 Satisfying Limits under an Umbrella Policy. Construction Manager may satisfy the minimum limits required 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 coverage. The County shall be endorsed as an "Additional Insured" on the Umbrella or Excess Liability; unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

31.7 Additional Insured. The Construction Manager shall endorse the County as an Additional Insured on the Commercial General Liability using the CG 2026, Designated Person or Organization endorsement and an equivalent endorsement on the Business Auto Liability policy. The endorsement shall identify "Palm Beach County Board of County Commissioners" as the Additional Insured.

31.8 Loss Payee. The Construction Manager shall endorse the County as a Loss Payee on the Builder's Risk and/ or Installation Floater. The endorsement shall identify "Palm Beach County Board of County Commissioners" as a Loss Payee.

31.9 Waiver of Subrogation. Construction Manager hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Construction Manager shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Construction Manager enter into such an agreement on a pre-loss basis.

31.10 Right to Review. County, by and through its Risk Management Department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally. In such event, County shall provide Construction Manager written notice of such adjusted limits, and Construction Manager shall comply within thirty (30) days of receipt thereof and be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 Failure to Evidence Insurance. The County shall have the right, but not the obligation, of prohibiting Construction Manager or any subcontractor entering the Project site until evidence of 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.

31.12 Certificates of Insurance. Evidence of insurance in compliance with these requirements shall be provided to County, unless otherwise specified, upon execution, renewal or amendment of this Contract, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration of any of the required coverage throughout the term of this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Construction Manager shall be 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.

31.14 Subcontractor's Insurance. The Construction Manager shall require each subcontractor to evidence insurance prior to being permitted to work on the project, unless the Construction Manager's insurance provides coverage on behalf of the subcontractor. When requested by County, the Construction Manager shall provide evidence of subcontractor's insurance to County.

31.15 Insurance Coverage & Limit Table. The Construction Manager shall maintain at a minimum the limits of liability indicated in the Insurance Coverage and Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	**CONTRACTS LESS THAN $500,000**	**CONTRACTS $500,000 OR MORE**
COMMERCIAL GENERAL LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$500,000 per occurrence Yes	$1,000,000 per occurrence Yes
COMPREHENSIVE AUTO LIABILITY: Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY: Coverage not less than: Employers Liability Limits:	Statutory $500,000/$500,000/$500,000	
WATERCRAFT LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$5,000,000 per occurrence Yes	
AIRCRAFT LIABILITY: When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	$1,000,000 per passenger Yes	
INLAND MARINE COVERAGE: Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes	
BUILDER'S RISK: Limit not less than:	The total Project completed construction value as well as subsequent modifications to	

	that sum.
Endorsement to waive coverage termination from Occupancy Clause.	Yes
Endorsement coverage until final acceptance of the Project by Certificate of Occupancy by the Owner.	Yes
Additional Insured & Loss Payee endorsements required:	Yes

GC 32 SITE CONDITIONS

32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation made available to the Construction Manager, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Construction Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents, then notice shall be given to the Owner promptly before conditions are disturbed. Should it be determined that such conditions exist and if they differ materially and cause an increase or decrease in the cost of the work, the CM will receive an equitable adjustment in the GMP or Contract time, or both in accordance with GC 65.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

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

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

GC 35 INGRESS AND EGRESS

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

GC 36 PRECONSTRUCTION CONFERENCE

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

GC 37 MEETINGS

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

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

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

GC 40 WORK AREA

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

GC 41 PLANT, EQUIPMENT AND FACILITIES

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

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

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied or from any other obligation under the Contract.

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

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract. The Owner shall notify the Construction Manager of defective or unacceptable work if the Owner discovers such. Defective work revealed within the time required

by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

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

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

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

GC 43 SUBSTITUTIONS

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

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

43.3 Any item by a manufacturer other than those specified or of brand name or model number or

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

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

GC 44 EXPEDITING

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

GC 45 FIELD LAYOUT OF WORK

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

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the Project area who shall be employed by the Construction Manager at its expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent bench marks and temporary bench marks adjacent to the Work. Based upon the information provided by the Construction 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 Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Construction Manager shall furnish survey sketch and legal necessary for utility easements.

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

GC 46 DRAWINGS, DATA AND SAMPLES

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

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

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

_____ _____

SIGN DATE

"XYZ Construction Management Company"

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by the Construction Manager at its expense 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. CM must allow at least 21 calendar days for review by Owner. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work. Construction Manager shall prepare and submit for approval a detailed submittal schedule outlining the required submittals for the Project, the submittal dates due and review durations by the Owner/ Architect/Engineer. This schedule shall be incorporated into the Master Project Schedule and updated regularly with the Project Schedule Updates

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

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

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

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

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

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

46.4 Samples

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

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

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

46.5 Catalogues, Data and Certificates

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

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

GC 47 CONSTRUCTION SCHEDULE

47.1 Within thirty (30) days after the date of the GMP Amendment approval by the Owner, the Construction Manager shall prepare and submit a construction schedule which graphically depicts the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

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

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays, unless approved by Owner.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Owner activities or activities by others which will affect the work schedule.

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

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

1. Time Scaled Network Diagram.

2. Bar Chart in the following formats:
   a. Sorted by activity
   b. Sorted by total float
   c. Sorted by early start
3. Precedence and successor report
4. Narrative report, if requested by Owner's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

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

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

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

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

1. Pre-Bid Schedules (Subnetwork) - The Construction Manager shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones eyed to the overall master schedule.

2. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The

construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

3. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

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

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

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

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.

3. Reschedule the Work in conformance with the specification requirements.

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

GC 48 RESPONSIBILITY FOR WORK SECURITY

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

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

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

GC 50 PROTECTION OF EXISTING PROPERTY

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

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

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

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

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

GC 51 LABOR

51.1 Construction Manager is solely and exclusively responsible for the supervision and control of all Construction Manager's personnel on site. Construction Manager shall employ only competent and skilled personnel to perform the Work. Construction Manager shall, if requested to do so by Owner, remove from the jobsite any personnel of Construction Manager working in violation of any provision of this Contract.

51.2 Disputes between the Construction Manager and its subcontractors regarding work assignments and the settlement of jurisdictional disputes shall conform with either the "Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry", and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager is solely and exclusively responsible for ensuring and providing for jobsite safety and conditions. Construction Manager shall enforce all Owner jobsite condition safety rules and regulations which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

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

51.5 Construction Manager shall submit a "Contractor's Daily Report" (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Owner.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, or genetic information. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.

B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, familial status, or genetic information.

C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Construction Manager's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Construction Manager will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

F. The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including

sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.

G. The Construction Manager shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility for Safety And Health

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

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

A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

B. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 The Construction Manager is solely and exclusively responsible for worksite safety. If the Owner receives notice or is made aware that the Construction Manager has failed to provide a safe area for the performance of the Work or any portion thereof, then the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area until the Construction Manager remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties preformed. The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. If the Owner receives notice or is made aware that the Construction Manager has failed in its duty to ensure that proper safety equipment is used by the workers then the Owner shall have the right, but not the obligation, to suspend Work until the Construction Manager corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

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

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

53.1.7 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.1.8 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

53.2 Protection of Work and Property; Responsibility for Loss

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner and its

insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the job site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

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

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

A. is directly due to errors in the Construction Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;

B. is caused by the agents or employees of the Owner (unless (1) the Construction Manager has waived its rights of subrogation against the Owner on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager (whether or not required hereunder).

53.3 Surface and Subsurface Water

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

53.4 Emergencies

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

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

53.4.3 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

53.5 Owner's Standards

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

GC 54 PROJECT SITE PROTECTION

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

GC 55 FIRE PREVENTION

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

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

GC 56 ILLUMINATION

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

GC 57 BEST MANAGEMENT PRACTICES

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

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

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or

surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

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

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

GC 58 DUST CONTROL

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

58.2 Construction Manager shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Owner's direction to insure dust control is being managed and maintained.

GC 59 WATER POLLUTION

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

GC 60 AIR POLLUTION

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

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and make good any damage caused by its handling, transporting, storage and use. The Construction Manager will

notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

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

61.3 The indemnification provisions of this Section shall survive the termination or expiration of this Contract.

61(a) ASBESTOS NOTIFICATION

61(a).1 Prior to the renovation of any structure, the Owner conducts an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Owner.

61(a).2 Prior to the renovation of any structure, the Owner facilitates the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Owner.

61(a).3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Construction Manager's responsibility to contact the Owner and request the report.

61(a).4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Construction Manager must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials. The Owner will provide an asbestos survey of the roof.

61(a).5 If materials are discovered that are suspected asbestos materials that were not previously sampled, CM must stop all work that will disturb these materials and immediately notify the Owner.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. The Owner has the right but not the obligation to perform such quality surveillance, observations or quality audit as the Owner deems necessary. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Owner, its agents, employees, and designees shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. Owner, its agents, employees, and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Owner, in its sole discretion, shall determine is appropriate. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Owner has no duty or responsibility to inspect or audit Construction Manager's work and in doing so does not assume any liability or responsibility for Construction Manager's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such Work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

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

GC 63 TESTING

63.1 Unless otherwise provided in the Contract, drawings and specifications shop testing of materials or Work shall be performed by the Construction Manager at its expense and in accordance with the technical specifications. Field testing of materials or Work shall be performed by Owner. Should tests in addition to those required by the Specifications be desired by Owner, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Construction Manager's Work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

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

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

GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the County's bond waiver limit of $200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of $200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the County's bond waiver limit of $200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

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

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

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

65.5 The proposal shall state the Construction Manager's added and/or deleted compensation in detail, as calculated in accordance with Section 65.9 below, including but not limited to:

A. Material quantities and unit prices
B. Labor man-hours and wages by craft
C. Equipment type and size and rental rate
D. Overhead and profit percentage
E. Subcontract costs as specified in items A, B, C, and D above with backup detail and documentation
F. Additional bond and insurance costs, which are not subject to the overhead and profit percentage allowed under Section 65.9, but which must be separately stated in accordance with Section 68.1 and for which payment may be requested in full under Section 68.1
G. Time extension, if any;
H. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
I. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

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

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

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

the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Construction Manager agree with the determination made by the Architect/Engineer of Record concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for Work performed pursuant to a CCD until it has been converted to a Change Order.

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

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

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

Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing. The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time work for any specific change is performed. When equipment is used for time and materials changes which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

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

When the operated use of equipment is infrequent and, as determined by Owner, such

equipment need not remain at the site of the work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

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

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

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

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

Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.

Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.

Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Construction Manager is entitled to an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. If the CM is authorized by the Owner to perform work with its own forces, the Construction Manager may add an overhead and profit fixed fee as agreed upon with Owner up to 10% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The construction manager may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

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

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

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

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

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

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the bid shall be included and

updated monthly for review with the application for payment.

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

3. Final Records – Prior to request for Substantial Completions, the Construction Manager shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provide by the Construction Manager a minimum of 30 days prior to the needed utility services.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Owner for inspection at any time.

2. Final Records Prior to request for Substantial Completion, the Construction Manager shall furnish to Owner a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Owner, at its expense, will furnish Construction Manager a set of specifications for mark-up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in technical specifications.

2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.

3. Training: Where Owner training is required by the technical specifications, Construction Manager shall video and audio record the

training and provide Owner with one copy of recording.

D. Endorsement:

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

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

E. Fixed Asset Equipment and Fixture Information:

1. Prior to Final Acceptance, Construction Manager shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than $1,000. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

GC 67 MEASUREMENT OF WORK FOR PAYMENT

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

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

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

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

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory i.e. small diameter piping, fittings, conduit, etc. Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project. Any payment for stored materials is subject strictly to the sole discretion of the Owner.

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

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

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

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

GC 68 PROGRESS PAYMENT PROCEDURES

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

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.

Prior to the initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and Palm Beach County Capital Improvements Division.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond.

The County's contract number will be provided after award of the Contract and the Construction Manager shall include this number on the bond prior to recording the bond. County will not make any payment to Construction Manager until Construction Manager has complied with this requirement.

68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for Work completed during the one month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application the Construction Manager shall submit a rough draft plus two extra copies for the Owner and Architect/Engineer of Record to review. The Construction Manager shall submit four (4) final approved copies to: the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). Owner shall provide Construction Manager with a written notice of disputed pay request within 10 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 Owner shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Owner's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Construction Manager's written demand. The 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 Owner's final decision for the purpose of the Local Government Prompt Payment Act.

Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers 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.

68.3.1 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.

68.3.2 The Construction Manager may request at any point the release of retainage from the Owner attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Construction Manager. The Construction Manager must submit the request in writing to the Owner.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

All retainage released by the Owner to the Construction Manager which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Construction Manager to those subcontractors or suppliers.

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

1. An Owner approved construction schedule update.
2. OSBD Schedule 3 - Subcontractor Activity Form.
3. OSBD Schedule 4 – Subcontractor Payment Certification.

68.5 Copies of Schedules 3 and 4 will be available at the Pre-Construction meeting.

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

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

1. Any claims are made against Construction Manager by Owner or third parties, including claims for liquidated damages, or if reasonable evidence indicates the probability of the making of any such claim; or

2. Construction Manager is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied; or
5. Construction Manager persistently fails to carry out the Work in accordance with the Contract; or
6. Construction Manager fails to submit the information required by this Contract;
7. Construction Manager fails to comply with the SBD Program requirements, including but not limited to, failing to comply the API requirements for the Contract; or
8. Construction Manager fails to submit an owner approved updated Schedule with each Application for Payment.

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

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

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

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

1. Complete all work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.

3. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Construction Manager.
8. Return to County all of the County-issued ID badges that have been issued to Construction Manager's employees and to its trade contractor's employees.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of Work performed by Construction Manager is in a condition suitable for use, Owner may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such Certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of General Condition 71 "SUBSTANTIAL COMPLETION". Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

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

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

GC 70 NOT USED

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose, the County issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with General Condition 69, the Owner and/or the A/E will notify the Construction Manager of which items listed below must be complete for partial utilization.

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

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

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

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.

2. All general construction completed.

3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.

4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

5. All painting shall be completed; all signs installed.

6. All Project components including floors, glass and metal work shall be cleaned.

7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.

8. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.

9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.

10. All operations and maintenance manuals for all equipment shall have been submitted.

11. Manufacturers' certifications and warranties shall be delivered to Owner.

12. All operations and maintenance training related literature, software and back-up disks shall have been provided.

13. All required spare parts as well as any special tools shall have been provided.

14. All HVAC testing and balancing reports shall have been submitted and approved.

15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

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

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 *et seq,* A/E and/or Owner will prepare the punch list required by the Local Government Prompt Payment Act. The punch list items shall be corrected by the Construction Manager within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Construction Manager to complete the Work pursuant to the Contract.

GC 72 FINAL INSPECTION AND ACCEPTANCE

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

The Owner will then make final payment to the Construction Manager in accordance with the terms of General Condition 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contact, including the following items, for which a Change Order will be issued:

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

claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Construction Manager of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting therefrom as set forth in General Condition 28 entitled "WARRANTY".

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

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

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean

and safe condition. Upon completion of any portion of the Work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

GC 76 PROJECT SIGNS

76.1 Construction Manager, at no additional cost to the Owner, shall construct a project job sign as indicated and described on the "Site Sign Detail". Construction Manager shall coordinate location of sign with Owner's representative and install such sign within 21 days after Owner's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

GC 77 NOT USED

GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and/or Exempt Information.

A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the County has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Construction Manager's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Construction Manager include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the County;
- Security or firesafety system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesaftey systems in whole or in part;
- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; or
- Manuals for security or firesafety personnel, emergency equipment, security or firesafety training; or otherwise containing narrative and/or graphic content of a security nature.

C. Obligations.

1. Maintain the Confidentiality of the Confidential Information. The Construction Manager has an obligation to maintain the confidential status of Confidential Information. The Construction Manager shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the County. The Construction Manager shall restrict access to Confidential Information to: 1) the Construction Manager's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing contractual services under this Contract. Prior to releasing any Confidential Information to a Third Party, the Construction Manager shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third Party to which the Construction Manager has distributed Confidential Information. **Other than as authorized above, the Construction Manager shall not, without prior written approval of County, publish, copy, or otherwise disclose to others any Confidential Information.**

2. Disclosure Warning. If Confidential Information is in written form, the Construction Manager shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Construction Manager is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND/OR CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e. email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Construction Manager (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the *first* four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

4. Notification of Improper Disclosure. County must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Construction Manager shall make a report to the County not more than seven (7) business days after the Construction Manager learns of such an improper disclosure or unauthorized use of the Confidential Information. The Construction Manager's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the Construction Manager has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Construction Manager has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Construction Manager shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the County. The Construction Manager shall take all steps the County deems advisable to mitigate,

resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

D. Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The Construction Manager's duty to hold Confidential Information in confidence shall remain in effect until County sends the Construction Manager written notice releasing the Construction Manager from the provisions of this Section.

E. Enforcement. The Construction Manager understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the County in law or equity.

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 CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-233-5252.

GC 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.

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.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The County shall not be liable to the Construction Manager, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Construction Manager in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

GC 82 REQUEST FOR SECTION 179D ALLOCATION.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the County to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Construction Manger considers it may be eligible for an allocation of the 179D deduction, then the Construction Manager must apply to the County through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the County for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the County the allocation of the deduction. The County's Representative will provide to Construction Manager the Department's policy and forms related to the Section 179D deduction when requested.

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Construction Manager warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's trade contractors and subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 Construction Manager shall obtain from each of its trade contractors and subcontractors an affidavit stating that the trade subcontractor or subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Construction Manager shall maintain a copy of any such affidavit from a trade contractor or subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which

requires a longer retention period.

83.3 Owner shall terminate this Contract if it has a good faith belief that Construction Manager has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

> **83.3.1** If Owner has a good faith belief that Construction Manager's trade contractor or subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Construction Manager to terminate its contract with the trade contractor or subcontractor and Construction Manager shall immediately terminate its contract with the trade contractor or subcontractor.

83.4 If Owner terminates this Contract pursuant to the above, Construction Manager shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Construction Manager shall also be liable for any additional costs incurred by Owner as a result of the termination.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

APPENDIX A

Request for Information
Field Instruction
Field Bulletin
Construction Change Proposal
Change Order
Construction Change Directive
Submittal Transmittal
Deficiency Report
Non-Conformance Report
Construction Manager's Daily Report
Substitution Request Form
Contingency Use Directive
Application for Payment
OSBD Schedule 1
OSBD Schedule 2-A
OSBD Schedule 3
OSBD Schedule 4

PALM BEACH COUNTY

PROJECT:_____

REQUEST FOR INFORMATION (RFI) RFI #_____

TO:

ATTENTION:

FROM:

PROJECT NUMBER: _____

DATE: _____

CONTRACT NUMBER: _____

SUBJECT:_____

DRAWING LOCATION:_____

SPECIFICATION SECTION:_____

INFORMATION REQUIRED:

ORIGINATOR:_____ DATE:_____

RECEIVED BY:_____ DATE: _____

REPLY REQUESTED FROM:

REPLY: ☐ DP ☐ OPR ☐ OTHER _____

DISTRIBUTION:

SIGNED BY:_____

DATE: _____

PALM BEACH COUNTY

FIELD INSTRUCTIONS (FI)

TO:

FI NUMBER: _____
DATE: _____

ATTENTION:

PROJECT NAME: _____
PROJECT NUMBER: _____

REFERENCE:

CONTRACT NUMBER: _____

This field instruction is interpreted to be within the scope of the referenced contract and as such is not an authorization for additional work or time.

REASON FOR INSTRUCTIONS

☐ Response to RFI #_____
☐ Field Observation
☐ Other _____

INSTRUCTIONS:

DESIGN PROFESSIONAL SIGNED:_____ DATE:_____

CONTRACTOR ACKNOWLEDGMENT SIGNED:_____ DATE:_____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

PALM BEACH COUNTY

FIELD BULLETIN (FB)

TO:	FB NUMBER: _____
	DATE: _____
	PROJECT NAME: _____
ATTENTION:	PROJECT NUMBER: _____
REFERENCE:	CONTRACT NUMBER: _____

THIS BULLETIN IS NOT A CHANGE IN THE ABOVE CONTRACT NOR AN AUTHORIZATION TO THE CONTRACTOR TO PERFORM WORK, OTHER THAN CONTRACT WORK, OR TO STOP OR SUSPEND WORK UNLESS SPECIFICALLY AUTHORIZED BY THIS BULLETIN. However, it covers certain PROPOSED MODIFICATIONS to the work covered by said contract.

CAUSE:

DESCRIPTION:

NOTE: The Contractor shall submit, within 21 days of receipt of this Bulletin, a CONSTRUCTION CHANGE PROPOSAL #_____, in detailed form, for the above referenced project.

ORIGINATOR:

_____	_____	_____
FIRM	SIGNATURE	DATE

REMARKS: _____

_____

_____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

_____
DESIGN PROFESSIONAL DATE

PALM BEACH COUNTY

CONSTRUCTION CHANGE PROPOSAL (CCP)

TO:

ATTENTION:

REFERENCE:

CCP NUMBER: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

We propose to accomplish the MODIFICATIONS identified in FIELD BULLETIN FB #_____ and as described herein. Except as modified below, the original contract and all prior amendments shall remain in full force and effect.

DESCRIPTION:

PROPOSED CONTRACT PRICE CHANGE (increases) $
(decrease)
(unchanged)

PROPOSED CONTRACT TIME CHANGE (increases) _____ days
(unchanged)

PROPOSED NEW SUBSTANTIAL COMPLETION _____ date

FROM: _____
CONTRACTOR

DISTRIBUTION:

SIGNED: _____

DATE: _____

PALM BEACH COUNTY

CHANGE ORDER

ISSUED TO:

CHANGE ORDER NO.:

REFERENCE CCP NO.:

RESOLUTION NO.:

PROJECT:
PROJECT NO.

DISTRICT NO.:

The completion date, contract price, and all terms, covenants, and conditions of the above referenced contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

DESCRIPTION OF CHANGE:

CONTRACT PRICE

Original Contract Price:	$0.00
Previous CO # ____ through ____:	$0.00
This Change Order No. ____:	$0.00
ADJUSTED Contract Price:	

COMPLETION DATE

Contract Completion Date will be increased by insert #days calendar days.
Contract Notice to Proceed Date:_____
Contract Substantial Completion Date:_____
ADJUSTED Substantial Completion Date:_____

CONTRACTOR
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 modifications(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.
The above changes are accepted:

_____
Contractor

By:_____

Title:_____Date:_____

DESIGN PROFESSIONAL
The above changes are recommended for approval by the Owner:

_____
Design Professional

By:_____

Title:_____Date:_____

PALM BEACH COUNTY
Recommended By:

By:_____

Title: Project Manager Date:_____

By:_____

Title: Director – CID Date:_____

By:_____

Title: Director, FD&O Date:_____

By:_____
Legal Sufficiency – CAO Date:_____

Approved By:

By:_____
, Mayor
Title: Mayor Date:_____

Rev. 6.16.25

This Contract and Change Order is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025

PALM BEACH COUNTY
CAPITAL IMPROVEMENTS DIVISION

_____

CONSTRUCTION CHANGE DIRECTIVE (CCD)

TO:

ATTENTION:

FROM:

CCD NUMBER: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

PROCEED WITH THE FOLLOWING WORK ON A TIME AND MATERIALS BASIS PER GENERAL CONDITION 65.

CAUSE FOR THE DIRECTIVE:

DESCRIPTION OF WORK:

NOTIFICATION MUST BE GIVEN TO OWNER PRIOR TO WORK COMMENCING
WORK TICKETS MUST BE SIGNED DAILY BY OWNER'S REPRESENTATIVE

Issued By: _____

_____
DESIGN PROFESSIONAL

BY: _____
DATE

NOTE: The Contractor shall submit all documentation for payment of this work within 21 calendar days of the completion of the above referenced CCD.

DISTRIBUTION:

_____
OWNER'S REPRESENTATIVE DATE

_____
OWNER DATE

PALM BEACH COUNTY

SUBMITTAL TRANSMITTAL

PROJECT NAME: _____

_____

PROJ ECT NUMBER: _____

CONTRACT NUMBER: _____

DATE	VIA HAND	MAIL	EXPRESS
FORWARDED TO DP			
FORWARDED TO GC			

FROM: _____
CONTRACTOR

TO: _____
DESIGN PROFESSIONAL

SIGNED: _____
CONTRACTOR

RECEIVED BY: _____

SPECIFICATION SECTION	SUBMITTAL NO.	DESCRIPTION	SUBMITTAL TYPE	APPROVAL STATUS

REMARKS: _____

_____

_____

_____

_____

COMMENTS: _____

_____

_____

_____

PROCESSED BY: _____
DESIGN PROFESSIONAL DATE

APPROVAL STATUS CODE

1. NO EXCEPTION TAKEN
2. MAKE CORRECTIONS NOTED
3. MAKE CORRECTS NOTED RESUBMIT
4. REJECTED
5. NOT REQUIRED FOR REVIEW

PALM BEACH COUNTY

DEFICIENCY REPORT (DR)

TO:

ATTENTION:

REFERENCE:

DR NUMBER: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

This following deficiencies have been noted. In accordance with your contract and GC 62, Contractor shall immediately remove and replace or correct such defective work.

REFERENCE:

DESCRIPTION:

DESIGN PROFESSIONAL SIGNED:_____ DATE:_____

CONTRACTOR ACKNOWLEDGMENT SIGNED:_____ DATE:_____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

PALM BEACH COUNTY

NON-CONFORMANCE REPORT (NCR)

TO:

ATTENTION:

REFERENCE:

NCR NUMBER: _____

DATE: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

DEFICIENCY REPORT #_____ dated ___/___/____ has not been corrected. Unless corrective work is commenced within three (3) working days, the Owner may exercise the option in GC 62 "Inspection: Rejection of Materials and Workmanship" to withhold payment sufficient to correct the deficiency.

DESCRIPTION OF WORK:

DESIGN PROFESSIONAL SIGNED:_____ DATE:_____

CONTRACTOR ACKNOWLEDGMENT SIGNED:_____ DATE:_____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

PALM BEACH COUNTY

CONTRACTOR'S DAILY REPORT

TO: Palm Beach County Project Manager

FROM: Contractor Superintendent

COPY: Design Consultant Project Manager

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

WORK PERIOD: _____ AM TO _____PM

WEATHER CONDITIONS:

AM TEMP _____ ☐ SUNNY ☐ CLOUDY ☐RAIN ☐ WINDY

PM TEMP _____ ☐ SUNNY ☐ CLOUDY ☐ RAIN ☐ WINDY

	YES	NO		YES	NO
EXTRA WORK (TIME/MATERIAL)*	☐	☐	MATERIALS DELIVERED	☐	☐
WORK DELAYS*	☐	☐	MAJOR EQUIPMENT ARRIVED	☐	☐
TESTS COMPLETED	☐	☐	MAJOR EQUIPMENT DEPARTED	☐	☐
			INSPECTIONS	☐	☐

EXPLAIN ALL "YES" ANSWERS BELOW

CONTRACTOR/SUB	QTY-WORKERS	WORK PERFORMED TODAY
TOTAL		

DIFFICULTIES & COMMENTS: _____

*General Conditions procedures must be followed.

SIGNED: _____

Add additional sheets as necessary.

PALM BEACH COUNTY - CAPITAL IMPROVEMENTS DIVISION
SUBSTITUTION REQUEST FORM

TO: _____ Date: _____
Consultant

RE: Palm Beach County

Project: _____ **Project No.:** _____

We hereby submit for your consideration the following product as a substitution to the specified item for the above project.

Specification Section: _____ Paragraph: _____

Specified Item: _____ Specified Manuf.: _____

Drawing No.: _____ Drawing Title: _____

Location of Product Use: _____
_____

1. Does the substitution affect dimensions shown on Drawings? Yes ___ No ___
   If yes, attach drawings with affected changes clearly marked.

2. Will the change have an effect on other disciplines: Yes ___ No ___
   If yes, explain: _____
   _____

3. What effect does substitution have on schedule? _____

4. Will the Contractor be offering a credit for the proposed substitution? If yes, how much? Yes _____ $ _____ No_____

5. Reason for substitution: _____
   _____
   _____
   _____
   _____

6. Is the substitution equal to or better than the specified product in all aspects?
   Yes _____ No _____

7a. If the acceptance of the substitution requires a revision or redesign of any part of the Work, will the Contractor be providing the redesign?
Yes _____ No _____ N/A _____

7b. If the acceptance of the substitution requires a revision of any part of the Work by the County's Design Professional, will the Contractor pay the County's Design Professional to do the redesign?
Yes _____ No _____ N/A _____

8. List significant variations of proposed substitution with specified product:

Attach complete technical data including descriptive literature and performance data. Submit sample of material where feasible. Include complete information on changes to Drawings. Without this information, request will be returned unreviewed.

CERTIFICATION

The undersigned does hereby certify that the proposed substitution is equal to or superior to the specified item in function, performance, design, appearance, and quality, and is compatible with interfacing materials.

Submitted by:

_____	_____
Contractor	Sub-Contractor

For Use by Consultant:

( ) Accepted ( ) Not Accepted ( ) Accepted a Noted ( ) Resubmit

_____	_____	
Consultant	Signature	Date

Remarks:

_____
_____
_____
_____

Accepted by PBC Project Manager

_____	_____
Signature	Date

PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
CONTINGENCY USE DIRECTIVE

AUTHORIZATION TO ADJUST THE CONTRACTOR'S
CONTINGENCY WITHIN THE GUARANTEED MAXIMUM PRICE (GMP)

Project No:_____

Project Name:_____CUD NO._____

The following is a description of items to adjust the Contractor's Contingency within the Guaranteed Maximum Price (GMP). This action does not change the GMP amount or the contract time:

Item	RFI #	Description of Adjustments to the Contingency	Value
.			
.			

Total all items for this CUD

Original Contingency Amount
Previous CUD's (CUD)
Balance before this CUD
THIS CUD
Balance After THIS CUD 0

Execution of this CUD 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 claims that the above stated modification constitutes, in whole or part, a cardinal change to the contract. The above changes are accepted:

CONSTRUCTION MANAGER:

By:_____

Date:_____

ARCHITECT:

By:_____

Date:_____

OWNER:
Palm Beach County
Capital Improvements Division/FD&O
2633 Vista Parkway
West Palm Beach, FL 33411-5604

By:_____
Project Manager

Date:_____

By:_____
Dir.-Capital Improvements Division

Date:_____

By:_____
Dir.-FD&O

Date:_____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):	PROJECT:	APPLICATION #:
Palm Beach County - Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411	PROJECT #: OWNER'S ACCOUNT #:	APPLICATION DATE: PERIOD ENDING:
FROM (CONTRACTOR):	VIA (Consultant):	COMMENCEMENT DATE: ORIGINAL CONTRACT PERIOD: days EXTENDED CONTRACT PERIOD: days CONTRACT COMPLETION DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
Total Approved this Month:		
TOTALS	$0.00	$0.00
Net change by Change Orders	$0.00	
No. Date Approved		

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheets are attached.
Note: It is only necessary to enter data in cell **L23** (Less Previous Cert for Payment).
All other cells below are linked to the Continuation Sheet.

1. ORIGINAL CONTRACT SUM		$ 0.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (1 + 2)		$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Continuation Sheet Column G)		$ 0.00
5. TOTAL RETAINAGE: (5a + 5b)	$ 0.00	
a. 5% of Completed Work	$ 0.00	
b. _____ of Stored Material	$ incl in above	
6. TOTAL EARNED LESS RETAINAGE (4 less 5)		$ 0.00
7. LESS PREVIOUS CERT. FOR PAYMENT		$
8. **CURRENT PAYMENT DUE (6 less 7)**		$ **0.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (3 less 6)		$ 0.00

CONTRACTOR'S CERTIFICATION FOR PAYMENT

The undersigned contractor certifies that, to the best of its knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and Payments received from Owner, and that current payment shown here is now due. Further, Contractor states that as of the date of this application, it has no claims against the Owner, except as may be set forth in an attachment to this Certificate for Payment. Any claims accruing as of the date of this application which are not listed in an attachment hereto are waived.

CONTRACTOR:

By: _____ Date: _____

Name and Title: _____

State of: **County of:**

The foregoing instrument was acknowledged before me by means of ☐ *physical presence or* ☐ online notarization, this _____ day of _____ by _____

_____ *of* _____, *a* _____

corporation, on behalf of the corporation. He/she is personally known to me or has produced

_____ *as identification and did (did not) take an oath.*

Notary: My Commission Expires:

CONSULTANT CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Consultant certifies to the Owner that to the best of the Consultant's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:..... $ _____

CONSULTANT:

By: _____ Date: _____

Name and Title: _____

PALM BEACH COUNTY:

By: _____ Date: _____

Name and Title: _____

Palm Beach County
INVOICE

<For projects less than $200,000>

Invoice Date:	
Pay Application Number:	
Invoice Number:*	

**Note: A unique invoice number is required for each payment.*

Contractor Name:	
Address:	
City:	
State:	
Zip Code:	

Description

Project Name:	
Project Number:	
Work Order No.: (if applicable)	
Description of Services:	

Contract Amount:	
Change Order No. ___:	
Change Order No. ___:	
New Contract Total:	
Previous Payment/Credits Total:	
This Invoice:	
Remaning Balance:	

For Office Use Only

Project Manager Signature: _____

Approval Date: _____

Routing: Send completed form & backup directly to Palm Beach County Project Manager for approval.

Rev. 1/19/2022

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: _____ **SOLICITATION/PROJECT/BID NO.:** _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ **COUNTY 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: _____ **ADDRESS:** _____

CONTACT PERSON: _____ **PHONE NO.:** _____ **E-MAIL:** _____

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____ **Non-SBE** ☐ **SBE** ☐

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

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) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1.	☐	☐	_____
2.	☐	☐	_____
3.	☐	☐	_____
4.	☐	☐	_____
5.	☐	☐	_____

(Please use additional sheets if necessary)

Total 0 _____

Total Bid/Offer Price $_____

Total Certified SBE Participation $ _____

I hereby certify that the above information is accurate to the best of my knowledge: _____ _____

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: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

☐ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

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

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

_____ _____

Print Name of Prime Print Name of Subcontractor/subconsultant

By: _____ By: _____

Authorized Signature Authorized Signature

_____ _____

Print Name Print Name

_____ _____

Title Title

Date: _____ Date: _____

OSBD SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each SBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an SBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check applicable)	
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	SBE (√)	Non-SBE (√)
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary.

OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

Project Name _____ Project No. _____

Dept. _____ Task/Work/Delivery/Purchase Order No. _____

Prime Contractor _____ Vendor Code _____

Invoice No. (Paid by County) _____ Date Paid _____/___/_____

Subcontractor _____ Vendor Code _____

Payment $_____ Subcontractor Invoice No. _____ Date Paid ___/___/_____ (Final ☐)

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

By:_____ _____

(Signature of Subcontractor/subconsultant) **(Name & Title of Person executing on behalf of Subcontractor/ subconsultant)**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____

day of _____, _____(year), by _____(name of person acknowledging).

_____

Notary Public, State of Florida

_____

Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ **OR Produced Identification** ☐ **Type of Identification**_____

CONTRACT EXHIBIT B
SPECIAL CONDITIONS

SPECIAL CONDITIONS
TABLE OF CONTENTS

SC - 1 SPECIAL CONDITIONS

SC - 2 PROJECT TEAM

SC - 3 LOCATION OF WORK

SC - 4 WORK CONSTRAINTS

SC - 5 MEETING SPACE

SC - 6 CONCURRENT WORK

SC – 7 PESTICIDES AND HERBICIDES APPLICATION

SC - 8 NPDES PERMIT FOR STORM WATER DISCHARGE

SC - 9 CRIMINAL HISTORY RECORDS CHECK

SC - 10 TAXES

SC – 11 ADDITIONAL REPORTING FOR IST PROJECTS

SC – 12 CM/SBE PARTNERING PROGRAM REPORTING

SC 1 SPECIAL CONDITIONS

The following supplements, modifies, changes, deletes from or adds to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

SC 2 PROJECT TEAM

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

1. Owner: Palm Beach County Board of County Commissioners.
2. Construction Manager: Kaufman Lynn Construction, Inc.
3. Architect: Ohlson Lavoie Corporation dba Ohlson Lavoie Collaborative
4. User:
5. Owner's Authorized Representative: FDO Capital Improvements Director
6. Owner's Project Manager:
7. CM's Representative:
8. Architect's Representative:
9. Governmental and Regulatory agencies having jurisdiction over this project include:
10. Utility companies providing service to the project include Florida Power & Light (Electrical), AT&T (Telephone).

SC 3 LOCATION OF WORK

SC 4 WORK CONSTRAINTS

Normal allowable Project Work Hours are from 7:00am to 5:00pm Monday thru Friday. Requests by the Construction Manager to work outside this time frame including weekend and Holiday work shall be made to County at least 3 work days prior to the requested work time change.

SC 5 FIELD OFFICE

TBD

SC 6 CONCURRENT WORK

The following work, under separate contract to the Owner, is anticipated to occur during the contractual time frames of the Project: TBD

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

SC 7 PESTICIDES AND HERBICIDES APPLICATION

Construction Manager shall provide evidence to County of proper certification of applicators of pesticides or herbicides prior to the application of those products on County property.

SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE

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

SC 9 CRIMINAL HISTORY RECORDS CHECK

9.1 The Construction Manager, the Construction Manager's employees, trade contractors of Construction Manager, employees of trade contractors, subcontractors and suppliers shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as amended. The Construction Manager is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Construction Manager acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

9.3 Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of Construction Manager does not have his/her own unique email address, Construction Manager agrees to provide one to that employee.

9.4 Individuals passing the background check will be issued a badge. Construction Manager shall

make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the contract work and return them to the County. If the Construction Manager or its subcontractor terminates an employee who has been issued a badge, the Construction Manager must notify the County within 2 hours. At the time of termination, the Construction Manager shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any contractor that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the County regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

9.5 Prior to working within any detention facility, the Construction Manager and its employees must complete a three-hour Sherriff's Office training class.

SC 10 TAXES

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

10.1 County Furnished Materials

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

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

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

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

10.1.3 To enable the County to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the County a list of all intended suppliers, vendors, and materialmen for consideration as County-Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the County. The County will either accept or reject the Construction Manager's recommendations and purchases will be made according to County procedures.
10.1.4 Construction Manager shall identify materials which the County will furnish through this County Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. County may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

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

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

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

10.1.5 The following procedure, which is a waiver of the Palm Beach County Procurement Code, will be used for the implementation of this program.

After receipt of the Purchasing Requisition Request Form, County shall prepare County Purchase Orders (hereinafter Purchase Orders) for items of material which the County chooses to purchase directly. Alternately, the Construction Manager may prepare the Purchase Orders for the County's signature in lieu of the Purchasing Requisition Request Form. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price.

Promptly upon issuance of each Purchase Order by the County, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County- Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the County one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to County, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such County-Furnished Materials. The Director of Facilities Development & Operations or his/her authorized representative shall be the approving authority for the County on deductive Change Orders in conjunction with County-Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

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

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

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

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

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

10.1.13 Notwithstanding the transfer of County-Furnished Materials by the County to the Construction Manager's possession, the County shall retain legal and equitable title to any and all County-Furnished Materials, although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Palm Beach County Board of County Commissioners."

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

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

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

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

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

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

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

SC 11 ADDITIONAL REPORTING FOR IST PROJECTS

For projects funded in whole or in part with infrastructure surtax (IST) funds, Owner requires Construction Manager to track during the Project, and report at the end of the Project, on the county of residence of Construction Manager's employees, its Trade Contractor's employees and subcontractor's employees. Construction Manager agrees to prepare and provide the required report with the Construction Manager's application for final payment.

SC 12 CM/SBE PARTNERING PROGRAM REPORTING

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 County's selection committee for partnering with an SBE firm, then the following contract terms apply:

12.1 The Construction Manager shall have an executed memorandum of understanding (MOU) with the partnering SBE that sets out the types of developmental assistance that the Construction Manager will provide to the partnering SBE, the scope of services to be rendered by the partnering SBE on the project; the anticipated dollar value or percentage of the construction management contract that will be performed by the partnering SBE; and the frequency of meetings between the Construction Manager and the partnering SBE.

12.2 The Construction Manager must file a final report with the County at the conclusion of the project that summarizes the assistance provided to partnering SBE and indicates if the goals in the

MOU were achieved. The final report will also include a "lessons learned" section which evaluates the success of the partnering arrangement.

CONTRACT EXHIBIT C
INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2027 — 6/29/2026

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

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

PRODUCER: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: Kaufman Lynn Cert Requests PHONE (A/C, No, Ext): — FAX (A/C, No): E-MAIL ADDRESS: KaufmanLynncertrequests@lockton.com
INSURED 1456479 Kaufman Lynn Construction, Inc. 3185 S. Congress Avenue Delray Beach FL 33445	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : American Guarantee and Liab. Ins. Co. — 26247 INSURER C : --- SEE ATTACHMENT --- INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 16019430 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:	Y	Y	GLO 7735014-01	2/28/2026	2/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	Y	BAP 7801800-01	2/28/2026	2/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	AUC 7801802-01	2/28/2026	2/28/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 7735013-01	2/28/2026	2/28/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	See Attached	N	N	See Attached	2/28/2026	2/28/2027	See Attached	

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

Re: Aqua Crest Pool Complex Renovations Project #19202 .

Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are included as Additional Insured for all required insurance coverage, except Workers Compensation and Business Auto Liability as required by written contract. A waiver of subrogation applies per written contract.

CERTIFICATE HOLDER

16019430
Palm Beach County, Board of County Commissioners,
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach FL 33411

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment Code: D641264 Master ID: 1456479, Certificate ID: 16019430

Excess Liability- $10M X $10M	
Policy#:	0311-7332
Policy Term:	2/28/2026 - 2027
Issuing Co.:	Allied World National Assurance Company
Each Occurence	$10,000,000
Aggregate	$10,000,000
Excess of Umbrella	

Excess Liability - $10M X $20M	
Policy#:	CSX00084708P-02
Policy Term:	2/28/2026 - 2027
Issuing Co.:	StarStone Specialty Insurance Company
Each Occurence	$10,000,000
Aggregate	$10,000,000
Excess of $10M X $20M	

Excess Liability - $10M X $40M	
Policy#:	ELD30003990605
Policy Term:	2/28/2026 - 2027
Issuing Co.:	Endurance American Specialty Insurance Company
Each Occurence	$10,000,000
Aggregate	$10,000,000
Excess of $10M X $40M	

CPPI (Pollution/Professional)	
Policy#:	P03CP0000099360
Policy Term:	2/28/2026 - 2027
Issuing Co.:	Vantage Risk Specialty Insurance Company
Retention?	$250,000
Each Occurence	$10,000,000
Aggregate	$10,000,000

CONTRACT EXHIBIT D
CONFLICT OF INTEREST DISCLOSURE FORM

RFP ATTACHMENT C
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:

N/A

(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:) Chris Long, as (Title/Position:) CEO/President of (Name of Firm:) Kaufman Lynn Construction, 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

3/4/26

Date

RFP ATTACHMENT C
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:

N/A

(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:) Ann McNeill, as (Title/Position:) President of (Name of Firm:) MCO Construction and Services, 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

February 19, 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 Kaufman Lynn Construction, 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.

(signature of officer or representative)

Christopher Long, President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 29th day of June, 2026, by _____.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires: 8/4/2028
State of Florida at large

LYNN ALMEIDA
MY COMMISSION EXPIRES 08-04-2028
NOTARY PUBLIC
COMM. # HH 514741
STATE OF FLORIDA

(Notary Seal)

ATTACHMENT #4

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/21/2026

PHONE: (561)233-0162

PROJECT MANAGER: Javier Torres, Project Manager

PROJECT TITLE: Aqua Crest Pool Renovation
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A

IST PLANNING NO.: T077

BCC RESOLUTION#: R

REQUESTED AMOUNT: $85,000.00

DATE:

eFDO # / PROJECT NUMBER: 19202 / P-2024-004200

T.O. NUMBER: 1

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 2503 Seacrest Blvd, Delray Beach, FL 33444

BUILDING NUMBER: 369

CONSULTANT/CONTRACTOR: Kaufman Lynn Construction, Inc.

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

CONSTRUCTION	$
PROFESSIONAL SERVICES	$85,000.00
STAFF COSTS*	$
EQUIP. / SUPPLIES	$
CONTINGENCY	$
TOTAL	$85,000.00

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of $250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) *(Specify distribution if more than one and order in which funds are to be used):*

FUND: 3950 DEPT: 581 UNIT: T077 OBJ: 6505

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for *all* that apply)

☐ Ad Valorem (Amount $_____)

☐ Infrastructure Sales Tax (Amount $ 85,000.00)

☐ State (source/type: _____ Amount $ _____)

☐ Federal (source/type: _____ (Amount $ _____)

☐ Grant (source/type: _____ Amount $ _____)

☐ Impact Fees: (Amount $ _____)

☐ Other (source/type: _____ Amount $ _____)

DEPARTMENT: Parks and Recreation

BAS APPROVED BY: Jennifer E Cirillo DATE 8/24/26

ENCUMBRANCE NUMBER: _____

ATTACHMENT #5

TASK ORDER # 1
KAUFMAN LYNN CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
AQUA CREST POOL COMPLEX RENOVATIONS
PROJECT NO. 19202

This Task Order is made as of November 10, 2026 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, and Kaufman Lynn Construction, Inc., authorized to do business in the State of Florida, whose federal ID# is 65-0098115 hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract (R_____) (hereinafter Contract) between Owner and Construction Manager, dated _____, is in full force and effect and this Task Order incorporates all the terms and conditions of the Contract as supplemented and amended by this Task Order.

WHEREAS, the parties hereto have negotiated a Price between Owner and Construction Manager calculated in accordance with the Contract whereby the Construction Manager will render pre-construction services as specified in said Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sum of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Pre-Construction Services. Pursuant to Article 2.1 of the Contract between Owner and Construction Manager, the parties agree to the Price of $85,000 for the pre-construction services for this Project. The price is based on the Price Summary which is attached hereto and incorporated herein. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Construction Manager's preconstruction services price proposal, the terms and conditions of the Contract shall control.

3. SBE Participation. The Construction Manager was selected under the County's SBD Program; Construction Manager will provide 20% SBE participation during the pre-construction phase. The mandatory subcontracting goal for the construction subcontracts will be determined by the County's Goal Setting Committee prior to the bidding of the construction subcontracts and such mandatory subcontracting goal will be included in the GMP Amendment/Work Order.

4. Contract Modifications and Additions. The Contract is hereby modified to include the following terms and conditions:

No changes

5. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Price Summary
Insurance Certificate(s)
OSBD Schedules 1 and 2(s), if applicable (i.e. if a CM/SBE partner is participating in the preconstruction services)
SunBiz Report or Affidavit of Signature Authority

6. Disclaimer. The approval of this Task Order by the County does not guarantee that the County will approve a GMP Amendment/Work Order for this Project. 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 by the Construction Manager. See also General Condition 26 to the Contract which provides that the County may terminate this Contract in whole or in part for any reason or no reason with written notice to the Construction Manager.

7. Except as specifically modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Name: Aqua Crest Pool Complex Renovations
Project Number: 19202

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Task Order on behalf of the County; and an authorized official of the Construction Manager has made and executed this Task Order on behalf of the Construction Manager.

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK OF THE CIRCUIT COURT
& COMPTROLLER AD INTERIM

By:_____
Deputy Clerk

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

By:_____
Sara Baxter, Mayor

Date: _____

APPROVED AS TO
LEGAL SUFFICIENCY

By:_____
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:_____
Director - FD&O

WITNESS:

Lynn Almeida
Signature

Lynn Almeida
Name (type or print)

CONSULTANT: KAUFMAN LYNN
CONSTRUCTION, INC.

By:_____
Signature

Christopher Long
Name (type or print)

August 18, 2026
Title President & CEO

(Corporate Seal)



Detail by Entity Name

Florida Profit Corporation
KAUFMAN LYNN CONSTRUCTION, INC.

Filing Information

Document Number	K60557
FEI/EIN Number	65-0098115
Date Filed	01/24/1989
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	10/16/2019
Event Effective Date	NONE

Principal Address

3185 SOUTH CONGRESS AVE
DELRAY BEACH, FL 33445

Changed: 12/13/2017

Mailing Address

3185 SOUTH CONGRESS AVE
DELRAY BEACH, FL 33445

Changed: 12/13/2017

Registered Agent Name & Address

Atlas, Joshua M
3185 S Congress Ave
Delray Beach, FL 33445

Name Changed: 08/09/2021

Address Changed: 07/20/2018

Officer/Director Detail

Name & Address

Title Executive Chairman & Director

KAUFMAN, MICHAEL I
3185 S CONGRESS AVE
DELRAY BEACH, FL 33445

Title CFO/ TREASURER

SIMMS, DOUGLAS A
1744 NW 126 DRIVE
CORAL SPRINGS, FL 33071

Title VP

BONCZEK, TIMOTHY
3185 SOUTH CONGRESS AVE
DELRAY BEACH, FL 33445

Title President, CEO & Director

LONG, CHRISTOPHER L
12836 NW 18TH COURT
PEMBROKE PINES, FL 33028

Title D

EVANS, JACK DAVID
478 20TH AVENUE
INDIAN ROCKS BEACH, FL 33785

Title CLO and Corporate Secretary

Atlas, Joshua M
3185 SOUTH CONGRESS AVE
DELRAY BEACH, FL 33445

Title COO

Southern, Garret L
3185 S Congress Ave
Delray Beach, FL 33445

Annual Reports

Report Year	Filed Date
2025	01/02/2025
2026	01/05/2026
2026	02/04/2026

02/04/2026 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2026 -- ANNUAL REPORT	View image in PDF format
01/02/2025 -- ANNUAL REPORT	View image in PDF format
01/24/2024 -- ANNUAL REPORT	View image in PDF format

01/04/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
08/09/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
01/06/2020 -- ANNUAL REPORT	View image in PDF format
10/16/2019 -- Amended and Restated Articles	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
07/20/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/23/2017 -- ANNUAL REPORT	View image in PDF format
01/23/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
07/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
08/15/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
08/29/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/18/2011 -- ANNUAL REPORT	View image in PDF format
12/21/2010 -- Amendment	View image in PDF format
01/15/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
01/18/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
01/27/2005 -- ANNUAL REPORT	View image in PDF format
01/09/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
02/01/2002 -- ANNUAL REPORT	View image in PDF format
03/01/2001 -- ANNUAL REPORT	View image in PDF format
03/03/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
02/05/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
03/05/1996 -- ANNUAL REPORT	View image in PDF format
02/28/1995 -- ANNUAL REPORT	View image in PDF format

KAUFMAN LYNN CONSTRUCTION

3185 South Congress Aven
Delray Beach, FL 33445
o 561.361.6700 | f 561.361

www.kaufmanlynn.com
CGC 021732

Signature Authorization Form

I do hereby authorize Palm Beach County to use this signature as verification to add the following people to sign Pay Applications, Change Orders, Schedules, and any other form needed for the Palm Beach County Projects.

Print Name: Derek Wolfhope

Print Name: Nathan Coker

License Holder: Chris Long

Signature of License Holder: _____

Kaufman Lynn Construction

State of Florida
County of Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ✓ online notarization, this 19 day of August, 2026 by Chris Long

Seal: Notary Public State of Florida Melinda Wilkes My Commission HH 563767 Expires 4/24/2027

_____
Signature of Notary Public

Melinda Wilkes
Printed Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced: N/A

PRICE SUMMARY

KAUFMAN LYNN
CONSTRUCTION
100% EMPLOYEE OWNED

3185 South Congress Avenue
Delray Beach, FL 33445
o 561.361.6700 | f 561.361.6979

www.kaufmanlynn.com
CGC 021732

July 6, 2026

Palm Beach County Capital Improvements
FD&O Capital Improvements
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Construction Manager at Risk Services – Aqua Crest Pool Complex Renovations
PBC Project Number: 19202

Please find enclosed the Pre-Construction Proposal for the above referenced project. The Services provided in the enclosed proposal shall be in accordance with Contract 19202, between the County and Kaufman Lynn Construction for CM at Risk Services for the Aqua Crest Pool Complex Renovations project. All deliverables shall be in accordance with Article 2 Preconstruction Phase, Section 2.1 – 2.1.14.6; except that only the below pricing exercises will take place due to the status of the current Construction Documents.

The enclosed proposal includes 12 weeks of Pre-Construction services, including staffing for a 90% "IGMP" pricing exercise upon the Design Teams completion of that deliverable and staffing for a 100% Permitted Set reconciliation of the IGMP which will then form the basis for the GMP Amendment.

If you have any questions or concerns, please do not hesitate to call me.

Thank you,

Nathan E Coker
Vice President – Operations
Kaufman Lynn Construction

KAUFMAN LYNN
CONSTRUCTION
100% EMPLOYEE OWNED

3185 South Congress Avenue
Delray Beach, FL 33445
o 561.361.6700 | f 561.361.6979

www.kaufmanlynn.com
CGC 021732

PBC Aqua Crest Pool Renovation

8/12/2026

Kaufman Lynn Construction
Pre-Construction Services Fee

Preconstruction Tasks	Precon Duration Proposed
100% PERMIT DOCs IGMP - 8 WKS / GMP 8 WKS	
Document Review / KL Final Plan Flip	
Equipment Review/Coordination	
Scope Bid Packages & Work Categories	
Sub./Vendor Solic/Prequal/Recommend	
Permit Coordination	
Finalize Construction Schedule	
Final Logistics / Safety Review	
IGMP	
GMP (Post IGMP presentation)	$ 68,000
Outreach - SBE	$ 17,000
Total For IGMP / GMP	$ 85,000
Preconstruction Sub-Totals	
GRAND TOTAL	**$ 85,000**

Page 1

PBC Aqua Crest Pool Renovation
Kaufman Lynn Construction
Pre-Construction Services Fee

8/27/26

Preconstruction Tasks	Proj. Exec MH	Proj. Exec RATE $ 265.85	Sr. PM MH	Sr. PM RATE $ 175.73	Estimating VP MH	Estimating VP RATE $ 265.85	Sr. Estimator MH	Sr. Estimator RATE $ 175.73	Project Estimator MH	Project Estimator RATE $ 121.66	Trade Estimator MH	Trade Estimator RATE $ 85.61	Supt. MH	Supt. RATE $ 166.72	Scheduler MH	Scheduler RATE $ 121.66	Admin. Ass't MH	Admin. Ass't RATE $ 76.60	3rd Party Agreement	OTHER	Proposed
100% PERMIT DOCs IGMP - 8 WKS / GMP 8 WKS																					
Document Review / KL Final Plan Flip	4		8		4		8		8		8		4								
Equipment Review/Coordination							8		8		8										
Scope Bid Packages & Work Categories					4		8		8		8		2								
Sub./Vendor Solic/Prequal/Recommend	2		4		4		8		8		8		4								
Apply for Building Construction Permit in Coordination with Architect			2										2				4				
Finalize Construction Schedule	4		4										2		24						
Final Logistics / Safety Review	2		2										2								
IGMP	4		8		8		36		32		32		4								
Provide and maintain baseline schedule																					
Coordination Meetings																					
Value Engineering Analysis and Report																					
Preparation of Construction Cost Estimate																					
Develop list of Long Lead Items																					
GMP (Post IGMP presentation)	12		24		8		20		16		16		20				20			$ 522.96	$ 68,000
Outreach - SBE																			$ 17,000.00	$ -	$ 17,000
Total For IGMP / GMP	**28**		**52**		**28**		**88**		**80**		**80**		**40**		**24**		**24**				**$ 85,000**
Preconstruction Sub-Totals		$ 7,444		$ 9,138		$ 7,444		$ 15,442		$ 9,733		$ 6,849		$ 6,669		$ 2,920		$ 1,838		$ 523	
GRAND TOTAL																					**$ 85,000**

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Aqua Crest Pool Complex Renovations **SOLICITATION/PROJECT/BID NO.:** 19202

SOLICITATION OPENING/SUBMITTAL DATE: _____ **COUNTY 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: Kaufman Lynn Construction, Inc. **ADDRESS:** 3185 S Congress Ave, Delray Beach, FL 33445

CONTACT PERSON: Nathan E Coker **PHONE NO.:** 561-908-3499 **E-MAIL:** ncoker@kaufmanlynn.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: $68,000 **Non-SBE** [X] **SBE** [ ]

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

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) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. MCO Construction & Services, Inc.	[ ]	[X]	$17,000
2.	[ ]	[ ]	
3.	[ ]	[ ]	
4.	[ ]	[ ]	
5.	[ ]	[ ]	

(Please use additional sheets if necessary)

Total $17,000

Total Bid/Offer Price $ 85,000

Total Certified SBE Participation $ $17,000

I hereby certify that the above information is accurate to the best of my knowledge: _____ VP - Operations

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: 19202

SOLICITATION/PROJECT NAME: Aqua Crest Pool Complex Renovations

Prime Contractor: Kaufman Lynn Construction, Inc. Subcontractor: MCO Construction Services, Inc.

(Check box(s) that apply)

[X] SBE [ ] Non-SBE [ ] Supplier Date of Palm Beach County Certification (if applicable): 4/17/2024.

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
01	Preconstruction Services				$17,000

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: $17,000

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

Kaufman Lynn Construction, Inc.
Print Name of Prime

By: _____
Authorized Signature

Nathan E Coker
Print Name

VP - Ops
Title

Date: 7/7/2026

MCO Construction & Services, Inc.
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Ann McNeill
Print Name

President
Title

Date: 8/11/26

CERTIFICATE OF LIABILITY INSURANCE

2/28/2027

DATE (MM/DD/YYYY) 6/29/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	**CONTACT NAME:** Kaufman Lynn Cert Requests **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** KaufmanLynncertrequests@lockton.com
INSURED 1456479 Kaufman Lynn Construction, Inc. 3185 S. Congress Avenue Delray Beach FL 33445	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** --- SEE ATTACHMENT --- **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16019430 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:	Y	Y	GLO 7735014-01	2/28/2026	2/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	Y	BAP 7801800-01	2/28/2026	2/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $	Y	Y	AUC 7801802-01	2/28/2026	2/28/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 7735013-01	2/28/2026	2/28/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	See Attached	N	N	See Attached	2/28/2026	2/28/2027	See Attached	

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

Re: Aqua Crest Pool Complex Renovations Project #19202 .

Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are included as Additional Insured for all required insurance coverage, except Workers Compensation and Business Auto Liability as required by written contract. A waiver of subrogation applies per written contract.

CERTIFICATE HOLDER

16019430
Palm Beach County, Board of County Commissioners,
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach FL 33411

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment Code: D605032 Master ID: 1456479, Certificate ID: 16019430



Palm Beach County, Board of County
Commissioners,c/o Capital Improvements
Division
2633 Vista Parkway
West Palm BeachFL33411

Dear Kaufman Lynn Construction, Inc. certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

Your Holder ID number is 16019430.

- Email: Northeast-TSA@lockton.com
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

Attachment Code: D641264 Master ID: 1456479, Certificate ID: 16019430

Excess Liability- $10M X $10M	
Policy#:	0311-7332
Policy Term:	2/28/2026 - 2027
Issuing Co.:	Allied World National Assurance Company
Each Occurence	$10,000,000
Aggregate	$10,000,000
Excess of Umbrella	

Excess Liability - $10M X $20M	
Policy#:	CSX00084708P-02
Policy Term:	2/28/2026 - 2027
Issuing Co.:	StarStone Specialty Insurance Company
Each Occurence	$10,000,000
Aggregate	$10,000,000
Excess of $10M X $20M	

Excess Liability - $10M X $40M	
Policy#:	ELD30003990605
Policy Term:	2/28/2026 - 2027
Issuing Co.:	Endurance American Specialty Insurance Company
Each Occurence	$10,000,000
Aggregate	$10,000,000
Excess of $10M X $40M	

CPPI (Pollution/Professional)	
Policy#:	P03CP0000099360
Policy Term:	2/28/2026 - 2027
Issuing Co.:	Vantage Risk Specialty Insurance Company
Retention?	$250,000
Each Occurence	$10,000,000
Aggregate	$10,000,000

Project Name: Aqua Crest Pool Complex Renovations
Project Number: 19202
CM Firm: Kaufman Lynn Construction, Inc.
FEIN ID: 65-0098115
Contract Date:
R Number: R

Project Manager: Javier Torres
Cumulative Contract Amount: $85,000.00

SBE Goal for Preconstruction Phase: 20%
SBE Subcontractor Goal Construction Phase:

Task Order	Work Order	Amendment Number	Amount	Subcontractors Amount Only	SBE Amount	Requested By	Request Date	Services	Date Approved	Approved By	SBE %
								ORIGINAL CONTRACT		BCC	
Preconstruction Phase											
1			$85,000.00		$17,000.00	Javier Torres	8/12/2026	Pre- Construction Services	Pending	BCC	20.00%
		Preconstruction Total	$85,000.00	$0.00	$17,000.00						20.00%
Construction Phase											
		Construction Total	$0.00	$0.00	$0.00						