



Deerfield Beach Community Redevelopment Agency

SPECIAL MEETING AGENDA
Wednesday, October 26, 2011, 6:30 P.M.
Public Works Facility, 401 SW 4th Street

CALL TO ORDER AND ROLL CALL

APPROVAL OF THE AGENDA*

GENERAL ITEMS

1. Amendment to the Agreement with Stiles Construction, Inc. approving the Guaranteed Maximum Price (GMP II) for the Pier and Pier Entrance Buildings Reconstruction Project*
2. Discussion regarding real estate acquisition

ADJOURN

* Indicates an Action Item

(Next Meeting: **Monday**, November 7, 2011, 6:30 PM unless otherwise determined)

REQUESTED ACTION:

Approval of a Construction Contract and Guaranteed Maximum Price amendment (GMP submittal #2) to the Construction Manager at Risk agreement with Stiles Construction in the amount of \$4,583,075 for the reconstruction of the landward portion of the pier and the pier entrance buildings.

SUMMARY EXPLANATION/BACKGROUND:

Stiles Construction was selected by the CRA as the construction manager/general contractor for the project. The associated construction costs, as put out for bid by Stiles and presented in the attachments, have been thoroughly analyzed jointly by the CRA director, City staff, the architect, and Stiles' pre-construction specialists.

Public access to the pier will be maintained throughout the duration of the upcoming reconstruction of the pier entrance. This will be accomplished with the construction of a wooden access ramp. An ancillary building will be constructed at the entrance to the access ramp. This building will house the bait shop and the pier management office while the new pier and the new buildings are under construction. The ancillary building has been designed to accommodate other continued long term uses after the new facility is open, possibly in a new location further to the south. Its design matches that of the future pier entrance facilities.

Funding : CRA Infrastructure Account 8000-552-63 (\$7,722,296 unexpended, unencumbered balance as of 10/20/2011)

A presentation describing the numerous aspects of the overall project was made at the CRA meeting on of August 30, 2011 by the pre-construction team members.

ATTACHMENTS:

1. Resolution
2. GMP Amendment 2 Agreement
3. Construction Contract
4. Stiles Construction LLC's GMP 2 Submittal
5. CRA Clarifications to GMP 2 Submittal

RESOLUTION NO. 2011/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA APPROVING A CONSTRUCTION MANAGER AT RISK CONTRACT WITH STILES CONSTRUCTION, LLC. FOR THE PIER BUILDINGS RECONSTRUCTION PROJECT AND SPECIFYING A GUARANTEED MAXIMUM PRICE (GMP 2)

WHEREAS, the Community Redevelopment Agency of the City of Deerfield Beach (CRA) advertised for a construction manager at risk through a competitive process of interviews, analysis, and rating of qualified respondents (RFQ 2010/11-06) ; and

WHEREAS, Stiles Construction LLC (Stiles) was chosen as the construction manager at risk for the Pier Buildings Reconstruction Project (the Project) through the competitive process; and

WHEREAS, a preconstruction agreement was authorized by the CRA Board on March 21, 2011 and executed on May 2, 2011; and

WHEREAS, the preconstruction process resulted in the development of a Construction Manager At Risk Contract with Stiles, attached hereto except for the Exhibits, copies of which are on file with the CRA Director. The attachments and the exhibits, all together, are referred to as the Contract; and

WHEREAS, the Contract specifies a guaranteed maximum price of \$4,583,075;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CRA hereby approves the Contract with Stiles with a guaranteed maximum price of \$4,583,075. The CRA Chair is hereby authorized to execute same and the Director is authorized to take all necessary actions to implement the terms.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2011.

PEGGY NOLAND, CRA Chair

ATTEST:

ADA GRAHAM-JOHNSON, MMC, City Clerk



AMENDMENT No. 2

between

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

and

STILES CORPORATION d/b/a STILES CONSTRUCTION COMPANY

for

**ANCILLARY PIER BUILDING & TEMPORARY WALKWAY AS
PREREQUISITE TO PIER BUILDING REPLACEMENT AND PARTIAL PIER
REPLACEMENT**

Project No. 11221-P

This document shall constitute Amendment Number Two (GMP 2) to the Pre-Construction Agreement dated May 3, 2011, the corresponding General Conditions and other requirements, and the Construction Contract between the Owner: Community Redevelopment Agency (CRA) and the Construction Manager: Stiles Corporation d/b/a Stiles Construction Company (CM) for the Project: PIER BUILDINGS REPLACEMENT & PARTIAL PIER REPLACEMENT, City Project No.: 11221-P.

In accordance with the Construction Agreement, the Pre-construction Services Agreement, and Amendment One, this Amendment Number Two is hereby agreed to by the CRA and Construction Manager as follows:

The total Guaranteed Maximum Price for the Pier Buildings Replacement & Partial Pier Replacement shall be Four Million Five Hundred Eighty-Three Thousand, Seventy-Five Dollars (\$4,583,075) subject to additions and deductions as adjusted by Change Order. The total Contract Time shall be _____ consecutive calendar days (__) for Substantial Completion and _____ (__) days thereafter for Final Completion in accordance with the attachments hereto and a Notice to Proceed as subject to modification and adjustment by Change Order, inclusive of holidays, weekends, and a mobilization period. The Contract documents consist of: The Agreement, Conditions of the Contract (General, Supplementary and other Conditions and requirements), and this Amendment No. 2, Final Drawings, and

Specifications and other documents listed in the Agreement and Modifications and Amendments issued after execution of this Agreement.

These form the Contract, and are as fully a part of the Contract as if attached to this agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

Sections A through H forming a part of the Contract Documents; the Contract Drawings made part hereof transmitted separately:

- A) CONSTRUCTION AGREEMENT**
- B) REQUEST FOR QUALIFICATIONS**
- C) RESPONSE TO REQUEST FOR QUALIFICATIONS**
- D) SMALL DISADVANTAGED BUSINESS ENTERPRISE (SDBE) PARTICIPATION PLAN**
- E) PRE-CONSTRUCTION SERVICES AGREEMENT AND RESPONSES (Excluding Compensation)**
- F) PROJECT SPECIFICATIONS**
- G) HURRICANE PREPARATIONS, HEALTH AND SAFETY PROGRAMS**
- H) SCHEDULE OF VALUES AND APPLICATION FOR PAYMENTS**

This Amendment No. 2 is agreed acknowledged and entered into as of the date indicated below:

**OWNER
COMMUNITY REDEVELOPMENT
AGENCY**

**CONSTRUCTION MANAGER
STILES CORPORATION d/b/a
STILES CONSTRUCTION CO.**

(Signature)

(Signature)

Peggy Noland, Chair

Timothy O. Moore, President

Date

Date

ATTEST

ATTEST

AGREEMENT

between

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

and

STILES CORPORATION d/b/a
STILES CONSTRUCTION COMPANY

for

MANAGING GENERAL CONTRACTOR
CM@RISK CONSTRUCTION SERVICES FOR
DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY
PIER BUILDING REPLACEMENT AND PARTIAL PIER REPLACEMENT

Project Number 11221-P

**CONSTRUCTION AGREEMENT
Managing General Contractor**

CRA of Deerfield Beach, Florida

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List of Exhibits and Forms

- Exhibit 1: Request for Qualifications
- Exhibit 2: Contractor's Response
- Exhibit 3: Pre-Construction Services Agreement
- Exhibit 4: Estimated Contractor's Direct Construction Cost
- Exhibit 5A: AIA General Conditions A201
- Exhibit 5B: Contractor's General Conditions
- Exhibit 6: Contractor's Management Services
- Exhibit 7: List of Pricing Documents
- Exhibit 8: Certificates of Insurance

Exhibit 9: FDEP General Conditions & Permit Regulations

Form 00101	SDBE Reporting Form
Form 00102	Contractor Furnished Submittals
Form 00103	Request for Testing Services
Form 00104	Certificate of Substantial Completion
Form 00105	Construction Change Directive
Form 00107	Final Certification of Payment
Form 00108	Final Receipt
Form 00109	Contingency Allowance Payment Authorization
Form 00110	Performance Bond
Form 00111	Payment Bond
Form 00112	Letter of Credit
Form 00113	Background Check Affidavit
Form 00114	Builders Risk Questionnaire
Form 00115	FPL Easement form
Form 00116	Certificate of Entitlement

**CONSTRUCTION AGREEMENT
Managing General Contractor**

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

CONTRACT made as of the _____ day of _____, 20__.

BY AND BETWEEN: The DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency under the laws of the State of Florida ("CRA") and the Managing General Contractor ("Contractor"): STILES CORPORATION d/b/a STILES CONSTRUCTION COMPANY

Project Summary

The following summary (the Project Summary) identifies the construction project which is the subject of this Contract, including certain financial terms and deadlines. All terms in this Project Summary are more fully defined or referenced in Article 2 of this Contract.

The **Project** is: **Pier Building Replacement & Partial Pier Replacement [as described and limited by Amendment No. 2.](#)**

The **Contract Administrator** is: **Capital Improvement Division of the Environmental Services Department**

The **Consultant** is: **Garcia Stromberg LLC, Volkert, Inc.**

The **Contract Time** is: **Calendar days to Substantial Completion to be determined by Second Notice to Proceed**

ARTICLE 1 - THE PROJECT

- 1.1 CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the work described in the Contract Documents including drawings, specifications and addenda thereto for the Project known as the Pier Replacement Building, Project No. 11221-P

Location of Work: 200 N.E. 21st Avenue, Deerfield Beach, Florida

ARTICLE 2 - DEFINITIONS

Whenever the following terms or pronouns in place of them appear in the Project Manual, the intent and meaning shall be interpreted as follows:

- 2.1 **Baseline Schedule:** A fixed project schedule that is the standard by which Project performance is measured. The Baseline Schedule must include all contractual start and finish dates and critical interim milestones, and demonstrate how these dates are achieved, as further described in Division 1 of the specifications or other contract provisions.
- 2.2 **Change Order:** A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 2.3 **Commission:** The City of Deerfield Beach City Commissioner
- 2.4 **Consultant:** Architect(s) or engineer(s) under contract with CRA for the particular Work or Phase of the Project, or the Project.
- 2.5 **Construction Change Directive:** A Construction Change Directive is a written order prepared by the Consultant and signed by the CRA and the Consultant, directing a change in the Work prior to agreement on adjustment.
- 2.6 **Contract:** This Construction Agreement.
- 2.7 **Contract Administrator:** The employee of the City of Deerfield Beach Capital Improvement Division of the Environmental Services Department expressly designated as Contract Administrator in writing by the City Manager. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 2.8 **Contract Documents:** This Agreement and its exhibits, attachments and forms, drawings and specifications, the Request For Qualifications (Exhibit 1) and CONTRACTOR's response thereto (Exhibit 2) (as negotiated and accepted by the CRA), the Pre-Construction Services Agreement (Exhibit 3), any Addenda to the Contract Documents, the record of the contract award by the CRA, the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the Agreement are

the documents which are collectively referred to as the Contract Documents. A detailed enumeration of the applicable drawings and specifications are provided in Exhibit 7 (List of Pricing Documents) to this Agreement.

- 2.9 Contract Price Element Adjustment Memorandum (CPEAM): A document issued to memorialize the reallocation of sums between contract price elements included within the GMP.
- 2.10 Contract Time: The time between the Project Initiation Date specified in the second Notice to Proceed and final completion, including any milestone dates thereof, established in the Agreement, as may be amended by Construction Change Directive and/or Change Order.
- 2.11 CRA: The Deerfield Beach Community Redevelopment Agency, the public body which is a party hereto and for which this Agreement is to be performed.
- 2.12 CONTRACTOR: The Managing General Contractor, Stiles Corporation d/b/a Stiles Construction Company
- 2.13 Field Order or Supplemental Instruction: A written order which orders minor changes or interpretations of the Contract Documents in accordance with Section 7.2 but which does not involve a change in the Contract Price or Contract Time.
- 2.14 Final Completion: The date certified by Consultant in the Final Certificate of Payment and as finally determined by Contract Administrator in its sole discretion upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by CONTRACTOR have been received by Consultant; and to the best of Consultant's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 2.15 General Conditions: The provision of facilities or performance of work by the CONTRACTOR for items, which do not lend themselves readily to inclusion in one of the separate trade contracts. The General Conditions may include, but are not limited to, those items set forth on Exhibit 5A, AIA Document A201 – 1997, General Conditions of the Contract for Construction; Exhibit 5B, Contractor's General Conditions and Exhibit 9, the Florida Department of Environmental Protection (FDEP) General Conditions (including Turtle Season Protections) 62B-34.050 and Permit Application Requirements and Procedures, 62B-33.008. Where terms and conditions of this Contract contradict anything as set forth in the Exhibit 5A and B, General Conditions, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 2.16 Guaranteed Maximum Price (GMP): The dollar amount negotiated by CRA and the CONTRACTOR as identified in the Pre-Construction Agreement as payment for the complete construction of the Project, which amount shall include, but not be limited to, all profit, overhead, on-site and off-site conditions, and administrative costs. The GMP is made up of the sum of the following contract price elements:

- A. Estimated Contractor's Direct Construction Cost
- B. Contractor's General Conditions
- C. Contractor's Management Services
- D. Contractor's Fixed Fee
- E. Contract Documents Completion Allowance
- F. Construction Contingency for Direct Costs
- G. Owner's Allowance Account

The total maximum price payable by CRA to CONTRACTOR shall be no more than the Guaranteed Maximum Price. The GMP will be set forth within Amendment No. 1 to the Pre-Construction Agreement.

- 2.17 Notice to Proceed: One or more written notices to CONTRACTOR authorizing the commencement of Work as detailed in Section 6.1.1.
- 2.18 Plans and/or Drawings: The official graphic representations of this construction project which are a part of the Contract Documents.
- 2.19 Pricing Documents: The set of drawings and specifications upon which the Guaranteed Maximum Price is as set forth in Exhibit 4.
- 2.20 Project: The construction of the Pier Replacement Building and Partial Pier Replacement pursuant to those documents as enumerated in Exhibit 4. The work for which this Proposal is submitted consists of furnishing all material, labor, equipment, apparatus, and services for the installation.
- 2.21 Project Initiation Date: The date upon which the Contract Time commences.
- 2.22 Resident Project Representative: An authorized representative of Consultant on the Project.
- 2.23 Small Disadvantaged Business Enterprise ("SDBE") – Pursuant to Ordinance No. 1993/068, the CRA has evidenced its intent to provide for 15% participation of SDBEs in contracts over \$50,000. The CRA has determined to apply this ordinance to this agreement. The Schedule of SDBE Participation and the letters of intent to perform as subcontractors should be submitted prior to the Notice to Proceed and updated monthly throughout the Project. Form 00101 (SDBE Reporting Form)
- 2.24 Subcontractor: A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents for this work, but does not include one who merely furnishes material not so worked.
- 2.25 Substantial Completion: That date as certified in writing by Consultant and as finally mutually determined by the Consultant and the Contract Administrator in their sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use

or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal authorization for limited or conditional occupancy mutually acceptable to the Consultant and the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

- 2.26 Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's acceptable and timely performance and completion of the work under the Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 2.27 Work: The totality of the obligations, including but not limited to administration, procurement, materials, equipment, labor, construction and other services necessary for the CONTRACTOR, or its agents, to fulfill the CONTRACTOR's obligations under this Agreement.

ARTICLE 3 – THE WORK

- 3.1 Intention of CRA: It is the intent of CRA to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CONTRACTOR, whether or not specifically called for by the Contract Documents. When 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 AGENCY, 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 permit issuance. CRA shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
- 3.2 Materials: The CONTRACTOR shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.
- 3.3 Progress Schedule: The CONTRACTOR shall plan, record, and update, at monthly intervals attached to an Application for Payment through Final Completion, the construction schedule of the Project. The Schedule shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work. The Progress Schedule shall encompass all of the work of all trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored through the end of the warranty phase of the Project. The Progress Schedule shall incorporate sufficient time for important CRA milestone events and required coordination points as may have been established in the Project's Preconstruction Phase.

3.4 Superintendence and Supervision:

- 3.4.1 The orders of CRA and Contract Administrator are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. CONTRACTOR shall keep on the Project site during its progress, a competent full time English speaking superintendent (hereinafter referred to as superintendent) and any necessary assistants, all satisfactory to the Consultant and Contract Administrator. The superintendent shall not be changed except with the written consent of Contract Administrator, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. In which case, CONTRACTOR shall immediately notify Contract Administrator upon the superintendent's dismissal in writing with identification of CONTRACTOR's replacement superintendent. The superintendent shall represent CONTRACTOR and all direction given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by Consultant. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.
- 3.4.2 Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound daily report log: the day, date, weather conditions and how any weather condition affected the progress of the Work, time of commencement of work for the day, the work being performed, materials, labor, personnel, equipment and subcontractors at the Project site, visitors to the Project site including representatives of CRA, Consultant, regulatory authorities, any special or unusual conditions or occurrences encountered, and the time of termination of work for the day. All information shall be recorded in the daily report in ink and scanned to the Contract Administrator daily. The daily report shall be kept on the Project site and shall be available at all times for inspection and copying by Contract Administrator and Consultant. Electronic reports created and maintained in Microsoft Word or other software program may be utilized upon advance written approval by the Contract Administrator. Printed copies of such electronic reports shall be printed daily, kept on file, and shall be available to the Contract Administrator and Consultant at the Project site for inspection, printing and copying.
- 3.4.3 The CONTRACTOR, Consultant and Contract Administrator shall meet weekly until all material submittals receive architect and engineer written approvals or as determined by the Consultant and or Contract Administrator during the course of the Work to review and agree upon the work performed to date and to establish the controlling items of work for the next two weeks. The CONTRACTOR, Consultant and the Contract Administrator shall meet twice a month until the Closeout Phase. The CONTRACTOR shall supply written meeting schedules to the Consultant and the Contract Administrator. The Consultant shall take, distribute and retain record copies of minutes and any comments thereto of each such meeting.
- 3.4.4 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be

necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, procedures and safety of construction.

3.5 CONTRACTOR to Check Drawings, Specifications and Data:

CONTRACTOR shall use reasonable effort to verify all dimensions, quantities and details shown on the drawings, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. CONTRACTOR will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. CONTRACTOR shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless CONTRACTOR recognized such error, omission or discrepancy and knowingly failed to report it to Consultant.

3.6 Differing Site Conditions: In the event that during the course of the Work CONTRACTOR encounters an underground utility that was not shown on the Contract Documents, or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any work affected by such conditions, shall, no later than 9:00 am the next business day after their discovery, notify Consultant and the Contract Administrator in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of Consultant, the conditions do materially so differ and cause an increase in the time required for, the performance of any part of the Work, Consultant shall recommend an equitable adjustment to the Contract Time, Contract Price or its component Contract Price Elements, which is subject to approval by the Contract Administrator or the CRA pursuant to Article 7, herein. If Consultant and CONTRACTOR cannot agree on an adjustment in the Contract Time, Contract Price or its component Contract Price Elements, the adjustment shall be determined in accordance with Article 30.

No request by CONTRACTOR for an equitable adjustment or change to the Contract Time under this provision shall be allowed unless CONTRACTOR has given written notice in accordance with the provisions of this Article.

No request for an equitable adjustment or change to the Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant as the date of Substantial Completion.

3.7 Submittals:

3.7.1 CONTRACTOR shall submit ten (10) copies of Submittals (including but not limited to shop drawings, product samples, product data, warranties, closeout

submittals, reports and photographs) as required by the Specifications. The Submittals, Form 00102 serve as the CONTRACTOR's coordination documents and demonstrate the suitability, efficiency, technique of manufacture, installation requirements, detailing and coordination of specified products, components, assemblies and systems, and evidence compliance or noncompliance with the Contract Documents. The CONTRACTOR's Submittals are not part of the Contract Documents but are documents prepared and utilized by the CONTRACTOR to coordinate the Work. Submittals shall not modify the scope, character or responsibility for the Work to be completed by CONTRACTOR. Submittals are the CONTRACTOR's documents utilized for coordinating, clarifying or refining the CONTRACTOR's intended methods for achieving the Work.

- 3.7.2 Within fourteen (14) calendar days after the date of the first Notice to Proceed, CONTRACTOR shall submit to Consultant all Submittals required for permitting. Within twenty-one (21) calendar days of the date of the first Notice to Proceed, CONTRACTOR shall submit to Consultant (with a copy to the Contract Administrator) a Submittal Schedule. The Submittal Schedule shall be a comprehensive list of items for which Submittals are to be submitted. with identification of the critical items (either long lead or submittals for which immediate approval is necessary) and the sequence and timing of each required submittal. Approval of the Submittal Schedule by Consultant shall in no way relieve CONTRACTOR from submitting complete Submittals as required by the Contract Documents and providing services, products, materials, equipment, systems and assemblies, fully in accordance with the Contract Documents.
- 3.7.3 After the approval of the Submittal Schedule, CONTRACTOR shall promptly request Submittals from the various manufacturers, fabricators, and suppliers.
- 3.7.4 CONTRACTOR shall thoroughly review and check the submittals and submit them to the Consultant with a copy concurrently to the Contract Administrator in accordance with the requirements for such Submittals specified in Division 1 of the Specifications. Each Submittal and required copy thereof shall indicate the CONTRACTOR's review and approval of that submittal in the form set forth within Form 00102.
- 3.7.5 The CONTRACTOR shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any re-submittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 3.7.6 If the Submittals indicate deviations or departures from the requirements of the Contract Documents, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such deviations or departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.
- 3.7.7 The Consultant shall have no duty to review partial or incomplete Submittals or Submittals that have not been approved by the CONTRACTOR.

- 3.7.8 Provided such Submittals conform to the approved Submittal Schedule, Consultant shall review and approve Submittals as expeditiously as possible, within fifteen (15) calendar days from the date received, unless said Submittals are rejected by Consultant for material reasons or the Submittals are of substantial building systems which require more time for thorough review. Submittals which require a longer review period, shall be identified and a review period established for such Submittals by Consultant during the review and approval of the Submittals Schedule. Consultant's approval of Submittals will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents. No work for which Submittals are required shall be performed until said Submittals have been approved by Consultant. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions on the Submittals or for compliance with the requirements of the Contract Documents.
- 3.7.9 No review or approval will be given to partial Submittals for items which interconnect and/or are interdependent where necessary to properly evaluate the Submittal. It is CONTRACTOR's responsibility to assemble the Submittals for all such interconnecting and/or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.
- 3.7.10 Additional information provided by the CONTRACTOR on any Submittal shall be typewritten or lettered in ink.
- 3.7.11 CONTRACTOR shall submit the number of copies required by the Contract Documents plus the number required by jurisdictional authorities (when Submittals are to be made to such authorities). Resubmissions of Submittals shall be made in the same quantity until final approval is obtained from Consultant.
- 3.7.12 CONTRACTOR shall keep one set of Consultant approved Submittals at the Project site at all times.

3.8 Field Layout of the Work and Record Drawings:

- 3.8.1 The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR which shall be based upon property survey supplied by Contract Administrator. CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, manholes, handholes, fittings and other accessories/features and shall prepare a complete site survey sealed by a Florida registered Professional Surveyor which shall be submitted as a project record document prior to the time of requesting Final Payment. Final surveys shall be submitted in hardcopy in ink on mylar and as an electronic media submittal prepared in accordance with requirements for electronic media submittals as specified elsewhere in the

Contract Documents. The cost of all such field layout and recording work is included in the prices bid for the appropriate items.

- 3.8.2 CONTRACTOR shall maintain in a safe place at the Project site one record copy of all drawings, plans, specifications, addenda, written amendments, Construction Change Directives and Change Orders, Field Orders, submittals and written interpretations and clarifications in good order and annotated to show all changes made during construction. Each of these documents shall be clearly marked by CONTRACTOR as "Project Record Documents". These Project record documents together with all approved samples and a counterpart of all approved Submittals shall be available at all times to Consultant for reference. Upon final completion of the Project and prior to Final Payment, these project record documents, including submittals and other project record documents required elsewhere in the Contract Documents and specifications shall be delivered to the Contract Administrator.
- 3.8.3 Prior to, and as a condition precedent to Final Payment, the CONTRACTOR shall deliver to Consultant for delivery to the Contract Administrator all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturer's warranties and operations manuals as may be required within the Contract Documents for the CRA's employees and agents to maintain and operate any equipment provided as part of the Work.
- 3.8.4 Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to CRA, CONTRACTOR's survey, record drawings or as-built drawings and other project record documents acceptable to Contract Administrator.

3.9 Inspection and Testing

- 3.9.1 Consultant and Contract Administrator shall at all times have access to the Work, and CONTRACTOR shall provide for use by the Consultant and Contract Administrator the facilities described in Division 1 of the Specifications for such access and for inspecting, measuring and testing.
 - 3.9.1.1 Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public AGENCY require any of the Work to be specially tested or approved, CONTRACTOR, shall request testing services as set forth within Form 00103 (Request for Testing Services) and shall provide and update weekly for the Consultant and Contract Administrator a two (2) week look-ahead schedule denoting all activity to be performed and highlighting those that need testing and approval. If the testing or approval is to be made by an AGENCY other than CRA, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and where practicable, at the source of supply. If any of the Work which requires approval is covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored to the satisfaction of the Consultant.

- 3.9.1.2 Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, CRA shall pay the cost of re-examination and replacement by means of an appropriate CPEAM or Change Order. If such Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost as part of the GMP at no additional cost to CRA.
- 3.9.2 Neither the Contract Administrator nor the Consultant shall have the authority to permit deviations from, nor to modify any of the provisions of the Contract Documents.
- 3.9.3 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any CRA employee, Consultant (or Consultant's employees), employees of municipal or other jurisdictional authorities, or their agents directly or indirectly, is strictly prohibited, and any such act on the part of the CONTRACTOR will constitute a breach of this Agreement.
- 3.9.4 Payment by CRA for Tests:
 - 3.9.4.1 Except when otherwise specified in the Contract Documents, the expense of all tests requested by consultant or required by the Contract Documents shall be borne by CRA and performed by a testing firm chosen by Contract Administrator. The cost of any failed original test shall be paid for by CONTRACTOR. The cost of any subsequent retesting shall be paid for by CONTRACTOR.
 - 3.9.4.2 Retesting required because of non-conformance to the requirements of the Contract Documents shall be performed by the same or an alternate testing firm on instructions and as selected by the Contract Administrator. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Guaranteed Maximum Price.

3.10 Taxes:

- 3.10.1 CONTRACTOR shall pay all applicable sales, consumer, use and other taxes required by law. CONTRACTOR is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 3.10.2 Taxes shall be a cost under Section 8.3.4 (6). All such taxes that are required as of the time of Agreement execution shall be included in the GMP.

ARTICLE 4 - PRIORITY OF PROVISIONS

- 4.1 In case of conflicts between the provisions of this Agreement, any ancillary documents executed contemporaneously herewith or prior hereto, or any other of the Contract

Documents, the provisions of this Agreement (including all Exhibits) shall prevail. Notwithstanding the foregoing, if there is/are conflict(s) between the Clarifications, Qualifications and Allowances (CQ&A) and other Contract Documents, CQ&A shall prevail.

- 4.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the most stringent requirement, including but not limited to issues of quantities or cost of the Work, to the CONTRACTOR shall control.
- 4.3 The organization of the Specifications into divisions and sections and the arrangement of drawings shall not control CONTRACTOR in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. The organization of the Specifications and the arrangement of the drawings are for the convenience of the CONTRACTOR and are not intended to relieve the CONTRACTOR from its obligation to conduct a complete study of the Contract Documents for the purpose of directing and coordinating the various Subcontractors and suppliers as to their respective responsibilities.

ARTICLE 5 - CONSULTANT

- 5.1 Consultant will provide overall technical and management services to assist the CRA in maintaining schedules, establishing budgets, controlling costs, and achieving quality.
- 5.2 If at any time the Consultant observes or becomes aware of any fault or defect in the Work or of any nonconformance with the Contract Documents, Consultant will promptly notify the Contract Administrator and CONTRACTOR in writing and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The Consultant shall have the AGENCY to reject Work that does not in its opinion, or in the opinion of the Contract Administrator, conform to the Contract Documents.
- 5.3 Consultant shall monitor the overall quality, progress and cost of the work.
- 5.4 Consultant shall not have control over construction means, methods, techniques, sequences and procedures employed by CONTRACTOR in the performance of the Work, but shall be responsible for using its best efforts to review and, if unacceptable, disapprove such and shall recommend a course of action to the CRA when the requirements of the Contract Documents are not being met by CONTRACTOR.
- 5.5 The CRA will be assisted by Consultant in the areas of on-site review of work in progress, review of pay requests submitted by the CONTRACTOR, assisting in the interpretation of the intent of the Contract Documents for the proper execution of the Work, and such other assistance as the CRA may request.
- 5.6 The Contract Administrator must approve all deviations from the Contract Documents whether they are sought by the Consultant or the CONTRACTOR. The Consultant shall have no AGENCY to order or approve any deviation from the Contract Documents,

whether or not such deviation affects the Cost of the Work, or the date of Substantial Completion.

ARTICLE 6 - TERM OF AGREEMENT/TIME FOR PERFORMANCE/LIQUIDATED DAMAGES

6.1 Contract Time:

- 6.1.1 CONTRACTOR shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the CRA's Executive Director and one or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until CONTRACTOR's submission to CRA of all required documents and after execution of the Agreement by both parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, Submittal Schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Said Preliminary Work shall be completed within Sixty (60) calendar days from the effective date of the first Notice to Proceed. Time extensions for permitting process delays rest solely with the Contract Administrator. No monetary compensation shall be awarded for delay of any kind between the first and second Notice to Proceed. No time extensions for permitting process delays shall be granted for delays caused by actions, inactions or negligence of the CONTRACTOR.
- 6.1.2 If the permitting process delays the second Notice to Proceed, the Contractor's Direct Costs, General Conditions, and Management Services shall be analyzed for cost impact. The Contract Administrator shall negotiate any time extensions or monetary compensation due to failure to issue the Second Notice to Proceed by the date referenced above when such failures are not due to the actions, inactions or negligence of CONTRACTOR. Additional compensation, if any, shall be processed as a CPEAM, Construction Change Directive, Change Order, or Contract Amendment, or any combination thereof, at the Contract Administrator's sole discretion.
- 6.1.3 Receipt of all permits by CONTRACTOR is a condition precedent to the issuance of a second Notice to Proceed for all other Work. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.
- 6.1.4 Time is of the essence throughout this Agreement. The Project shall be substantially completed in strict accordance with the Second Notice to Proceed. The total Project shall be completed and ready for final payment in accordance with Article 8 and in strict accordance with Project Schedule as determined during Pre-Construction Services.
- 6.1.5 Upon failure of CONTRACTOR to substantially complete the Project within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to CRA One Thousand Dollars (\$1000) for each calendar day after the time

specified in Section 6.1.3 above, plus any approved extensions for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining work within the time specified in Section 6.1.3 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to CRA One Thousand Dollars (\$1000) for each calendar day after the time specified in Section 6.1.3 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to CRA for its inability to obtain full beneficial occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CRA as a consequence of such delay, and both parties desiring to obviate any questions of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Agreement on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

- 6.1.6 Contract Administrator is authorized to deduct liquidated damages monthly from monies due to CONTRACTOR for the work under this Agreement or as much thereof as Contract Administrator may, at its own option, deem just and reasonable. The amount of liquidated damages deducted shall reduce the current application for payment equivalent to the number of days CONTRACTOR is behind schedule. The above referenced amount shall be released in whole or in part once the CONTRACTOR recovers the delay via Project Schedule Updates.
 - 6.1.7 CONTRACTOR shall be responsible for reimbursing CRA, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above or beyond an approved extension of time granted to CONTRACTOR, whichever date is later. Such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Agreement by means of unilateral credit change orders issued periodically by CRA as costs are incurred by Consultant and agreed to by CRA.
 - 6.1.8 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for change in Contract Time pursuant to Section 6.4. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CONTRACTOR from productively performing controlling items of work identified on the accepted schedule or updates resulting in CONTRACTOR being unable to work at least seventy-five (75%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.
- 6.2 The Contract Administrator through the Consultant may direct the CONTRACTOR to expedite the Work by whatever means the CONTRACTOR may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the Progress Schedule. If the expediting of Work is required due to reasons within the

control or responsibility of the CONTRACTOR, then the additional costs incurred shall be chargeable to the Cost of the Work as part of the GMP. If the expediting of Work is required due to reasons outside the control or responsibility of the CONTRACTOR, then the additional costs incurred shall be the subject of an appropriate adjustment issued pursuant to Section 7.3 or Section 7.4, herein as applicable.

6.3 Substantial Completion Date: When CONTRACTOR considers that the Work, or portion thereof designated by Contract Administrator pursuant to Section 6.5 herein, has reached Substantial Completion, CONTRACTOR shall so notify Contract Administrator and Consultant in writing with a comprehensive list of items to be completed or corrected by CONTRACTOR. Consultant shall then promptly make a preliminary inspection of the Work. When Consultant, on the basis of the preliminary inspection, determines that the Work or designated portion thereof is substantially complete, Consultant will notify the Contract Administrator. Contract Administrator shall then, with the Consultant and CONTRACTOR, perform the Contract Administrator's Substantial Completion Inspection. At the completion of the Contract Administrator's Substantial Completion Inspection, the Consultant shall issue a Substantial Completion Inspection Report determining whether Substantial Completion has been achieved and a Substantial Completion Punch List.

6.3.1 When the Contract Administrator's Substantial Completion Inspection has determined that Substantial Completion of the Work, or a portion thereof, has been achieved, the Consultant shall prepare a Certificate of Substantial Completion in the form attached hereto as Form 00104 for execution by the Parties and the Consultant. The Certificate of Substantial Completion shall state: 1) the Date of Substantial Completion, 2) the responsibilities of CRA and CONTRACTOR for security, maintenance, utilities, damage to the Work, and insurance, and 3) list all work yet to be completed (Substantial Completion Punch List) to satisfy the requirements of the Contract Documents for Final Completion. Consultant shall prepare and be responsible for obtaining signature of CONTRACTOR on Form 1, Certificate of Substantial Completion. Consultant shall deliver executed Form 1 to the Contract Administrator.

6.3.2 The failure to include any items of corrective work on the Substantial Completion Punch List does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents.

6.3.3 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

6.4 Notification of Change of Contract Time or Contract Price:

6.4.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice delivered by CONTRACTOR to the Consultant with a copy to Contract Administrator within twenty (20) calendar days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Thereafter, within ten

(10) calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered unless Consultant allows an additional period of time to ascertain more accurate data in support of the claim and shall be accompanied by CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or Contract Price shall be determined by Consultant in accordance with Article 30 herein, if Consultant and CONTRACTOR cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN REASONABLE ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

6.4.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefore as provided in Sections 6.4.1 and 7.6.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CRA, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

6.5 Use of Completed Portions:

6.5.1 CRA shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents.

6.5.2 In the event CRA takes possession of any completed or partially completed portions of the Project, the following shall occur:

6.5.2.1 CRA shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to CRA's intended occupancy of a designated area.

6.5.2.2 CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion in the form attached hereto as Form 1 from CRA.

6.5.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion, CRA will assume full responsibility for maintenance, utilities, subsequent damages of or by the CRA and the public, adjustment of insurance coverages and start of warranty for the occupied area unless otherwise agreed in writing by the Parties hereto.

6.5.2.4 CONTRACTOR shall complete all items noted on the Certificate of Substantial Completion within the time specified in Section 6.1 and request final inspection and final acceptance of the portion of the Work occupied. Payment for accepted portions of the Work shall be made in accordance with the procedure specified in Article 8.

6.5.2.5 If CRA finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by CRA and CONTRACTOR. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR to such occupancy or use shall not be unreasonably withheld.

ARTICLE 7 - CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

7.1 Without invalidating the Agreement, CRA reserves and shall have the right, from time to time to make such increases, decreases or other changes in the Work including, but not limited to, the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any changes to the scope of this Project must be accomplished by means of appropriate 1) Field Orders and Supplemental Instructions; 2) CPEAM's; 3) Construction Change Directives or 4) Change Orders,. Any sums moved between contract price elements included within the Contract Price must be accomplished by an appropriate CPEAM. In no event shall the Contract Price be modified except by appropriate Construction Change Directive and/or Change Order or Amendment.

7.2 Field Orders and Supplemental Instructions:

7.2.1 The Consultant shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or Contract time.

7.2.2 The Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents, provided such Supplemental Instructions involve no change in the Contract Price or Contract Time.

7.3 Contract Price Element Adjustment Memoranda (CPEAM):

The Contract Administrator shall be authorized to issue a CPEAM which is agreed to by the CONTRACTOR and the Contract Administrator to memorialize the reallocation of sums between the Contract Price Elements within the Contract Price. The following specific CPEAM's are contemplated, but additional or different CPEAM's may be issued, provided they do not result in a change to the Contract Price.

- (a) When major subcontracts of the Project are bid and have been executed, if the sum of the subcontracts executed are below the Estimated CONTRACTOR's Direct Cost for such work, a CPEAM may be issued by mutual agreement of the CONTRACTOR and the Contract Administrator to move the surplus to the Construction Contingency for Direct Costs. If the sum of the subcontracts awarded exceed the Estimated CONTRACTOR's Direct Construction Cost for

such work, the deficiency will be taken by CPEAM from the Construction Contingency for Direct Costs and shall not be cause to increase the GMP.

- (b) During the progress of construction, the Construction Contingency for Direct Costs within the GMP may be decreased and the surplus transferred to the Owner's Allowance Account by issuance of a CPEAM detailing the terms of the transfer and documenting the mutual written consent of the CONTRACTOR and the Contract Administrator, which consent shall not be unreasonably withheld.
- (c) An adjustment of Contract Time may be issued by the Contract Administrator consistent with Article 7.6 and the Contract Administrator's AGENCY with a Construction Change Directive and/or Change Order for Excusable Delays and for issues involving the Owner's Allowance Account as described below.
- (d) At the final completion of the Work, a CPEAM will be issued to remove any remaining unused sums within the Owner's Allowance Account and the Document Completion Allowance and to calculate any shared savings in accordance with Section 8.2, herein.

7.4 Construction Change Directive_(Form 00105):

- 7.4.1 The CRA, through the Consultant, may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions.
- 7.4.2 If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:
 - (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or
 - (b) Unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 7.4.3 Upon receipt by the CONTRACTOR of a signed Construction Change Directive generated by the Consultant, the CONTRACTOR shall review the Construction Change Directive and determine whether the change in the Work will involve an increase in the Contract Price or Contract Time.
- 7.4.4 If the CONTRACTOR determines that the change in the Work will not involve an increase in the Contract Price, the CONTRACTOR shall sign the Construction Change Directive and return it to the Contract Administrator. Prior to signing the Construction Change Directive, the Contract Administrator shall obtain the verbal concurrence (which will

subsequently be confirmed in writing) for the change in the Work from the CRA Director and then provide the CONTRACTOR and the Consultant with a signed copy of the Construction Change Directive. The Construction Change Directive shall become effective upon signing by the Contract Administrator and shall be recorded as a Potential Change Order. Upon receipt of a signed Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the Work involved.

- 7.4.5 If the contractor determines that the change in Work involves an increase in the Contract Price, the CONTRACTOR shall provide the Contract Administrator with an estimated price range. If the increase in the Contract Price does not exceed \$2,500.00, the Contract Administrator may approve and sign the Construction Change Directive and then provide the CONTRACTOR and the Consultant with a signed copy of the Construction Change Directive. The Work included in the Construction Change Directive shall not be artificially divided so as to constitute a small amount and fall within the \$2,500.00 limit of authority. The Construction Change Directive shall become effective upon signing by the Contract Administrator and shall be recorded as a Potential Change Order. Upon receipt of a signed Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the Work involved.
- 7.4.6 If the estimated price range is greater than \$2,500.00 but does not exceed \$25,000.00, the Contract Administrator shall forward the Construction Change Directive to the CRA Director for review and written approval. Once it has been signed by the CRA Director the signed Construction Change Directive shall be returned to the Contract Administrator. The Contract Administrator shall forward a signed copy to the CONTRACTOR and the Consultant. The Construction Change Directive shall become effective upon signing by the CRA Director and shall be recorded as a Change Order. Upon receipt of a signed Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the Work involved.
- 7.4.7 If the estimated price range is greater than \$25,000, the change in the Work shall be by Change Order approved by the CRA Board and not by a Construction Change Directive.
- 7.4.8 If the proposed increase in the Contract Price does not exceed \$25,000.00 and the CONTRACTOR, the Contract Administrator and/or the CRA Director do not mutually agree as to the amount of the increase in the Contract Price, the method and the adjustment shall be determined by the Consultant on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, a reasonable allowance for overhead and profit. In such case, the CONTRACTOR shall keep and present, in such form as the Consultant may prescribe, an itemized accounting together with appropriate

supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this section shall be limited to the following:

- (a) Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- (b) Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- (c) Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;
- (d) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- (e) Additional costs of supervision and field office personnel directly attributable to the change.

7.4.9 The amount of credit to be allowed by the CONTRACTOR to the CRA for a deletion or change which results in a net decrease in the Contract Price shall be actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.4.10 Pending final determination of the total cost of a Construction Change Directive, amounts not in dispute for such changes in the Work shall be included in Applications for Payment as a Potential Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Consultant will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim.

7.5 Change Orders

7.5.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, Supplemental Instructions, or Construction Change Directives shall be authorized only by written Change Orders.

7.5.2 The CONTRACTOR's fee on such changes shall be determined as follows:

- (a) A mutually acceptable fixed fee not to exceed five percent (5%) of the net change to the Cost of the Work.

(b) Subcontractor's percentage markup on change orders for overhead and profit shall be reasonable, but in no event shall the aggregate of the subcontractor's overhead and profit markups exceed fifteen percent (15%) of the net change to the subcontractor's Cost of the Work. In the event subcontractor is affiliated with the CONTRACTOR by common ownership or management, or is effectively controlled by the CONTRACTOR, no fee will be allowed on the subcontractor's costs. In the event there is more than one level of subcontractor, such as second and third tier subcontractors, the sum of all of the subcontractor's percentage markups, including any tiered subcontractor's percentage markups for overhead and profit shall not in the aggregate exceed twenty percent (20%) of the net change to the subcontractor's documented Cost of the Work.

(c) Whenever a change in subcontractor work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate obtained from the subcontractor and acceptable to Consultant. The breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one subcontractor and the change is an increase in the GMP, overhead and profit percentage of each subcontractor and CONTRACTOR, if applicable, shall be itemized separately.

(d) If changes to subcontracted work affect the GMP, such changes shall be accomplished in accordance with this Section 7.4, Change Orders. The amount of decrease in the GMP for any change that results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the GMP, if any.

7.5.5 CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order or Construction Change Directive setting forth the adjustments is approved. Upon receipt of a signed Change Order or signed Construction Change Directive CONTRACTOR shall promptly proceed with the work set forth within the document.

7.5.4 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CRA reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to Consultant as set forth in Article 30 herein. During the pendency of the dispute, and upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of CONTRACTOR's agreement or

disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

7.5.5 On approval of any change increasing the Contract Price, CONTRACTOR shall ensure that the Performance Bond and Payment Bond are adjusted so that each reflects the total Contract Price.

7.5.6 To avoid delays to the Project and to mitigate damages to the parties, Change Directives and Change Orders may be issued unilaterally by the CRA.

7.6 No Damages for Delay: CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CRA for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, or hindrance from any cause, if said delay is caused in whole or in part by the CONTRACTOR. The CONTRACTOR shall however be entitled to increases in the Contract Price and/or extensions of time if said delays, disruptions, interferences or hindrances were caused in whole or in part by the CRA. Entitlements shall be limited to additional reasonable and verifiable Cost of the Work items, general conditions and acceleration costs (if requested by the CRA to help towards mitigating said delays. Examples of said delays are fraud, bad faith, active interference or materially untimely performance by the CRA of its duties and obligations under the Contract documents. The CONTRACTOR shall also be entitled to increases in the Contract Price and/or extensions of the Contract Time for inclement weather or other force majeure type delays. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

7.7 Excusable Delay: Compensable & Non-Compensable:

7.7.1 Excusable Delay: Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, material persons, suppliers, or vendors is Excusable Delay. CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extensions as provided in Section 6.4 herein.

Failure of CONTRACTOR to comply with Section 6.4 herein as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

7.7.2 Excusable Delay may be compensable or non-compensable.

(a) Compensable Excusable Delay. Excusable Delay is only compensable when (i) the delay extends the Contract Time, and (ii) is due solely to fraud, bad faith or active interference on the part of CRA or its Consultant. In no

event shall CONTRACTOR be compensated for interim or non-critical delays which do not extend the Contract Time.

CONTRACTOR shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR shall be limited to the actual additional costs allowed pursuant to Section 8.3 herein.

CRA and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capability, loss of opportunity and all other indirect costs recoverable shall be One Thousand Eight Hundred Ninety-Eight Dollars (\$1,897.00) per day for each day the Contract is delayed due to a Compensable Excusable Delay.

- (b) Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of CONTRACTOR, its subcontractors, material persons, suppliers and vendors, and is also caused by circumstances beyond the control of the CRA or (ii) is caused jointly or concurrently by CONTRACTOR or its subcontractors, material persons, suppliers or vendors and by the CRA or Consultant, then CONTRACTOR shall be entitled to a time extension equal to the actual number of days delayed on the critical path. The extended General Conditions costs associated with such time extension shall be considered Cost of the Work, but in no case shall CONTRACTOR be entitled to any increase in Contract Price nor any damages for the delay.

ARTICLE 8 - PAYMENTS AND COST OF THE WORK

- 8.1 In full consideration of the full and complete performance of the Work and all other obligations of the CONTRACTOR hereunder, the CRA shall pay to the CONTRACTOR a sum of money not to exceed the Guaranteed Maximum Price (GMP). The GMP shall be as shown in Article 9 as the Guaranteed Maximum Price, adjusted to take into account any approved Construction Change Directives and/or Change Orders and the Tax Recovery Program. In the event that the CONTRACTOR's expenditures for the Project exceeds the Guaranteed Maximum Price, the CONTRACTOR shall pay such excess from its own funds, and the CRA shall not be required to pay any amount that exceeds the GMP; and the CONTRACTOR shall have no claim against the CRA on account thereof.

8.2 After completion and acceptance of the Work, CONTRACTOR, Consultant and Contract Administrator shall determine any “savings” achieved during the progress of the Work.

8.2.1 Prior to calculating the “savings”, the remaining amounts in the Document Completion Allowance and the Owner’s Allowance Account shall be subtracted from the GMP.

8.2.2 The “Savings” shall be determined by performing the following calculations:

- 1) Subtracting any surplus amounts in the Estimated Contractor’s Direct Construction Cost, Contractor’s General Conditions, and Contractor’s Management Services and adding those amounts to the Construction Contingency for Direct Costs;
- 2) Subtracting any amounts transferred from the Construction Contingency for Direct Costs pursuant to Section 7.3(b) and adding those amounts to the Construction Contingency for Direct Costs;
- 3) The revised value of Construction Contingency for Direct Costs after performing the calculations in 1) and 2) above shall be the “savings.”

8.2.3 The savings as calculated above shall be divided and paid to the CRA and CONTRACTOR. The CITY’s share of the savings shall be fifty percent (50%) thereof and the CONTRACTOR’s share shall be fifty percent (50%) thereof. However, CONTRACTOR’s share shall not exceed fifty percent (50%) of original fee as set forth in the GMP.

8.3 The term “Cost of the Work” shall mean the sum of all direct costs necessarily and reasonably incurred and paid by the CONTRACTOR in the performance of the Work. Such costs shall be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of CRA. The Cost of the Work shall include only those items set forth in this Section 8.3 and shall not include any items listed in Section 8.4. Cost of the Work shall be determined as follows:

8.3.1 Subcontractor Costs shall be:

- (1) The CONTRACTOR’s Direct Construction Cost, as generally described on Exhibit 6, attached hereto, to be 100% performed by subcontractors selected in accordance with Article 11, herein. Where the work is covered by unit prices contained in the Contract Documents or an applicable subcontract, the cost of the Work shall be determined by application of unit prices to the quantities of items involved.
- (2) Where subcontractor is owned by, an affiliate of or managed by CONTRACTOR or work is to be “self performed” by CONTRACTOR, overhead and profit shall not exceed five percent (5%) of the net Cost of the Work.

- (3) If the subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR's cost of the work.

8.3.2 CONTRACTOR's Labor Costs: Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Contract Documents shall be limited to salaries plus labor burden as set forth in the schedule of job classifications agreed upon by CRA and CONTRACTOR in Exhibit 6 (Contractor's Management Services – weekly rates or portion thereof as defined in the Pre-Construction Services Agreement), subject to audit by CRA. Payroll costs for employees not employed full time on the work covered by the Agreement shall be apportioned on the basis of the time the employees spent on the work. Payroll costs shall include salaries and wages plus the labor burden to cover costs including social security contributions, unemployment, excise and payroll taxes, workers compensation, health insurance, sick leave, vacation and holiday pay application thereto; where identified and approved in advance by Contract Administrator.

8.3.3 Materials and Equipment: Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, adjusted in accordance with Article 10, pertaining to Discounts, Rebates and Refunds; rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work; subject to the Tax Recovery Program.

8.3.4 Miscellaneous costs:

- (1) The cost, as documented by the CONTRACTOR's detailed receipts, of telephone, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project Location.
- (2) Premiums (Net) on bonds and insurance, including subcontractor bonds, if any, that the CONTRACTOR is obligated to secure and maintain under the terms of the CONTRACT DOCUMENTS and such other insurance and bonds as may be required, subject to the written approval of the CRA. Premiums paid as part of CONTRACTOR's Cost shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to the CRA. Self-insurance by the CONTRACTOR or insurance through any affiliates of CONTRACTOR shall not be permitted without the CRA's prior written approval. CRA's approval shall not be required on subcontractor bonds, and premiums thereof shall be considered a Cost of the Work.

- (3) The cost of obtaining and using any utility services required for the Work that are not paid directly by CRA, including fuel and sanitary services at the Project site.
- (4) The cost of removal of debris from the site. The Project site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require subcontractors to remove all debris daily created by their activities, and the CONTRACTOR shall exercise its best efforts to enforce such requirements or to effect the removal of the debris of the subcontractors who fail in this regard. Provided, however, the CONTRACTOR shall not be required to remove debris created by the CRA's separate contractors except pursuant to Construction Change Directive and/or Change Order procedures set forth herein.
- (5) The cost and expenses, actually sustained by the CONTRACTOR in connection with the Work, of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:
 - (a) the responsibility of the CONTRACTOR under Article 13, reimbursable by insurance or otherwise;
 - (b) due to the failure of the CONTRACTOR to comply with the requirements of the Contract Documents with respect to insurance; or,
 - (c) due to the failure of any officer of the CONTRACTOR or of any of its representatives having supervision or direction of the Work to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in CONTRACTOR's costs.
- (6) Federal, state, municipal, sales, use and other taxes, as applicable to the Project, all with respect to services performed or materials furnished for the Work, it being understood that none of the foregoing includes federal, state or local income or franchise taxes.
- (7) All reasonable costs and expenditures necessary for the operation of the Project job site office(s), including cost of field computer equipment and software.
- (8) The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees, excluding travel time, incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.

- (9) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- (10) Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.
- (11) Cost of premiums for additional bonds and insurance required because of changes in the Work.
- (12) Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, surveyors, employed for services specifically related to the Work only if prior written approval is received from the CRA.
- (13) Any other expenses or charges incurred, with the prior written approval of the Contract Administrator, in the performance of the Work.

8.4 Exclusions to Cost of the Work: Overhead is defined as any and all other costs, not referenced in Section 8.3, of the CONTRACTOR and its operation which are not in direct support of the Project. The CONTRACTOR agrees to furnish and perform, as a part of the Contractor's Fee and without reimbursement, said overhead items. The term "Cost of the Work" shall not include any of the following:

- 8.4.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorship), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration that are not specifically included in the General Conditions are to be considered administrative costs covered by CONTRACTOR's fee.
- 8.4.2 Other than those expenses authorized by this Agreement, expenses of CONTRACTOR's principal and branch offices.
- 8.4.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 8.4.4 Other overhead, general expense costs or charges of any kind and the cost of any item not specifically and expressly included in Section 8.3.
- 8.4.5 Costs in excess of the Guaranteed Maximum Price.

- 8.4.6 Entertainment and meal expenses, car allowances (except for vehicle allowances for full-time employees stationed on-site with advance approval by the Owner) and charges of a personal nature.
- 8.4.7 Bonuses, profit-sharing or other special labor charges not included in Section 8.3.2, herein.
- 8.4.8 Any outside legal or accounting fees incurred without prior written approval from the CRA Attorney, which approval is at the sole discretion of the CRA Attorney.

8.5 Progress Payments:

- 8.5.1 CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. CONTRACTOR's application shall show a complete breakdown of the Project components, the percentages completed and the amount due in proportion to the percentage of the Work completed or, as to General Conditions, at cost or, at the Contract Administrator's option, as a Negotiated Lump Sum payable in proportion to the percentage of the Work completed. Each application shall be accompanied by such supporting evidence as may be reasonably required by Consultant or Contract Administrator, as more particularly described in Section 8.5.4 herein below. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to Consultant and Contract Administrator as required by the Division 1 General Requirements, certification of payments to Subcontractors, and either release of liens from the CONTRACTOR relative to the work which is the subject of the Application or consent of the surety as to such payment. Each Application for Payment shall be submitted in triplicate to Consultant for certification and distribution to the Contract Administrator. CRA shall make payment to CONTRACTOR within twenty (20) calendar days after receipt of certified application for payment from Consultant and submission of an acceptable updated progress schedule from CONTRACTOR.
- 8.5.2 Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by CRA until Final Completion and acceptance by CRA in accordance with Section 8.9 herein, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, the Contract Administrator shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. After ninety percent (90%) of the Work has been completed, the Contract Administrator may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Contract Administrator may reduce retainage to a nominal amount at the sole discretion of the Contract Administrator. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, shall be recommended by Consultant, and CONTRACTOR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue solely to the benefit of CRA.

- 8.5.3 CRA may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 8.5.3.1 Defective CONTRACTOR or subcontractor work not remedied.
 - 8.5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
 - 8.5.3.3 Failure of CONTRACTOR to make payments properly to subcontractors or for material or labor.
 - 8.5.3.4 Damage to another contractor not remedied.
 - 8.5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.
- 8.5.4 The Schedule of Values, prepared in accordance with the terms of this Contract and Division 1, shall expand and detail the items contained in this Agreement's Exhibits 4 (Estimated Contractor's Direct Construction Cost) and Exhibit 5 (General Conditions) and shall list the cost of materials, the cost of labor, the cost of equipment and the cost of subcontractor work separately for all the portions of the Work delineated. Each monthly Application for Payment shall be for a sum equal to (i) that portion of the CONTRACTOR's Direct Construction Cost equal to the percentage of the Work completed; plus (ii) an appropriate amount of the CONTRACTOR's General Conditions actually expended; (iii) an appropriate amount of the CONTRACTOR's Fee as related to the percentage of the Work completed. The calculation of the percentage of the Work completed shall be in accordance with the approved Progress Schedule; provided, however, prior to the date of the Final Request, and unless subject to reduction under Section 8.5.2, the aggregate of the CONTRACTOR's Fee payments shall not exceed Ninety (90%) percent of the CONTRACTOR's Fee as stated in Section 8.3.

The CONTRACTOR's Direct Construction Cost shall be segregated and detailed in a manner satisfactory to the Consultant and the Contract Administrator, with sufficient supporting documentation and description of charges for the Consultant and the Contract Administrator to evaluate the charges. The Request for Payment shall indicate the percentage of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Application for Payment. The Schedule of Values shall be used as one basis for reviewing the Request for Payment when such amounts are approved.

- 8.6 If the Consultant, in its good faith judgment, determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the CONTRACTOR hereunder unless and until the CONTRACTOR, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price then remaining unpaid is determined by the Consultant to be sufficient to so complete the Work.

- 8.7 The Consultant and the Contract Administrator, shall review each such Request for Payment and may make such exceptions as the Consultant and the Contract Administrator reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall the CRA be required to make payment for items of the CONTRACTOR's Cost to which the Consultant or the Contract Administrator reasonably take exception.
- 8.8 CONTRACTOR shall remain solely liable for subcontractor's work and for any unpaid laborers, material suppliers or subcontractors of subcontractor in the event it is later discovered that said work is deficient or that any of said laborers, material suppliers or subcontractors did not receive payments due them on the Project.
- 8.9 Within thirty (30) days after Final Completion of the Work and acceptance thereof by the CRA, the CONTRACTOR shall submit a Final Request For Payment (Final Request) which shall set forth all amounts due and remaining unpaid to the CONTRACTOR (including the unpaid portion of the Contractor's Fee). Upon approval of the Final Request For Payment, the Contract Administrator will issue a Final Certification of Payment in the form attached hereto as Form 00107. The CONTRACTOR shall deliver to the CRA the Form of Final Receipt, Form 00108, as attached hereto.
- 8.10 Except for the CONTRACTOR's Fee, the CONTRACTOR shall use the sums paid to it pursuant to this Article 8 solely for the purpose of performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the CONTRACTOR in performance of the Work.
- 8.11 The CONTRACTOR shall promptly pay all bills for labor and material performed and furnished by its subcontractors, suppliers and material providers, in connection with the construction, furnishing and equipping of the Work and the performance of the Work.
- 8.12 Final payment shall be made only after the CRA's Director of Purchasing has reviewed a written evaluation of the performance of CONTRACTOR prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR.

ARTICLE 9 - CONTRACT PRICE ELEMENTS

9.1 The Contract Price Elements add up to the Guaranteed Maximum Price, are as determined in the GMP amendment documents, and include the following:

- A. Estimated Contractor's Direct Construction Cost
- + B. Contractor's General Conditions including Bonds and General Liability Insurance
- + C. Contractor's Management Services
- + ~~E. Document Completion Allowance~~
- + F. Construction Contingency for Direct Costs
- + G. Owner's Allowance Account

- 9.2 The Contractor's General Conditions: The costs derived from the set of guidelines that define the rights, responsibilities and limitations of the CRA and CONTRACTOR and include the general procedures governing the performance of the Work as specifically set forth in Exhibit 5 (General Conditions).
- 9.3 The Contractor's Management Services: The cost of professionals and administrators employed by the CONTRACTOR to manage the quality, costs, schedule and scope of the Work in order to successfully complete the Project as specifically set forth in Exhibit 6.
- 9.4 Contractor's Fixed Fee: The Contractor's Fixed Fee is the stated amount to be paid to CONTRACTOR for the services rendered to CRA pursuant to the terms of this Agreement. The Contractor's Fixed Fee shall not be increased by the distribution of the Construction Contingency for Direct Costs to other price elements within the GMP. The Contract Administrator may consider increasing the Fixed Fee when the use of either the Owner's Allowance Account or Document Completion Allowance increases the scope of the Work through no fault of CONTRACTOR for work unanticipated within the original GMP. All Contract Administrator approved increases to the Contractor's Fixed Fee shall be documented on the same Contract Price Element Adjustment Memorandum prepared for the related transfer of Owner's Allowance Account or Document Completion Allowance funds to the other price elements. Increases to the Contractor's Fixed Fee shall be limited to 5% of the sum of the proposed modifications to the Contractor's Direct Costs, Contractor's General Conditions or Contractor's Management Services resulting from transfers from Owner's Allowance Account or Document Completion Allowance only.
- 9.5 The Document Completion Allowance: At the time of execution of this Agreement, the Contract Documents may not be complete. Therefore, it is understood that the sum shown in Article 9.1 as the Document Completion Allowance is available to cover additional costs arising from the refinement of details of design and completion of the Pricing Documents. At the completion of the Contract Documents, CONTRACTOR, Consultant and Contract Administrator shall convene a contract price element reconciliation meeting to mutually determine what contract price elements of the GMP require modification due to the refinement and completion of the Pricing Documents. CONTRACTOR will thereafter submit to Contract Administrator a revised Exhibit 1, Estimated Contractor's Direct Construction Cost, Schedule of Values, and any other revised estimates of elements within the GMP. Based upon such mutually agreed modifications, Contract Administrator will issue a CPEAM to reallocate amounts within the GMP; or, if a change to the GMP is required, Contract Administrator will initiate a Construction Change Directive and/or Change Order Request through the Consultant.
- 9.6 The Construction Contingency for Direct Costs: An agreed upon sum included in the GMP for the purpose of defraying the CONTRACTOR's actual approved expenditures due to unforeseen circumstances relating to the CONTRACTOR's Direct Construction Costs, or to cover other costs arising during construction, such as: anticipated costs that exceed a particular line item within the Estimated Contractor's Direct Construction Cost; increases in subcontractor costs due to insolvency; preferred subcontractor cost differentials generated by CONTRACTOR's selection of Subcontractors (Contract

Administrator's designation of preferred subcontractors shall be subject to the provisions of Section 11.2); correction of defective work; payment of deductible amounts for loss covered by Builder's Risk in accordance with Section 12.6; and any other cost agreed to mutually in writing between the Contract Administrator and CONTRACTOR. The CONTRACTOR will be required to furnish documentation evidencing the expenditures charged to this Contingency prior to release of funds by the CRA (Contingency Allowance Payment Authorization, Form 00109). At Final Completion of the Project, any remaining monies in the Construction Contingency shall vest in the CRA except as identified in Section 8.2. The Guaranteed Maximum Price shall be reduced in the amount of the Construction Contingency remaining monies, if any.

- 9.7 Owner's Allowance Account: The Owner's Allowance Account as determined in the Pre-Construction Services Agreement is available at the discretion of the Contract Administrator to cover costs of additional elements of Work not included in the CONTRACTOR's Estimated Direct Construction Cost, differing site conditions, or errors and omissions in the Contract Documents. The CONTRACTOR shall not perform Work subject to the Owner's Allowance Account without the Contract Administrator's prior issuance of a Contract Price Element Adjustment Memorandum transferring such approved amounts to the Direct Construction Cost or other price element within the GMP.

ARTICLE 10 - DISCOUNTS, REBATES AND REFUNDS

All cash discounts obtained on payments made by the CONTRACTOR shall accrue to the CRA unless the CONTRACTOR actually advanced its own funds, prior to receipt of funds from CRA, to make the payment giving rise to the discount. When CONTRACTOR becomes aware that a cash discount may be available to CRA, CONTRACTOR shall, prior to advancing its own funds, notify Consultant of such opportunity so CRA can make the required payment to achieve the discount for the CRA. CONTRACTOR shall only advance its own funds if Contract Administrator declines to make the early payment. All trade discounts, rebates and refunds, including those pertaining to insurance, and all returns from sale of surplus materials and equipment shall accrue to CRA, and CONTRACTOR shall make provisions so that they may be obtained.

ARTICLE 11 - SUBCONTRACTS AND PURCHASE ORDERS

- 11.1 Unless waived in writing by the Consultant or Contract Administrator, the CONTRACTOR must obtain competitive pricing and subcontract, in compliance with the requirements of this Article 11, for One Hundred Percent (100%) of the Contractor's Direct Construction Cost required under this Agreement. All subcontracts and purchase orders shall be awarded according to the following procedure:

The CONTRACTOR shall prepare for Consultant's and Contract Administrator's review and approval a list of subcontractors and suppliers for each bid who meet the CONTRACTOR's schedule of minimum requirements. The CONTRACTOR shall obtain bids from a minimum of three (3) such subcontractors for each subcontract, when available. After receiving such bids, the CONTRACTOR shall analyze them and make recommendations to the Consultant for awards. When the Consultant and Contract Administrator has approved the award of any such subcontract or purchase order, the

CONTRACTOR shall contract solely in its own name and behalf, and not in the name or behalf of the CRA, with the specified subcontractor or supplier. The CONTRACTOR's subcontract form shall provide: that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Agreement and the other Contract Documents; that subcontractor is bound to the CONTRACTOR to the same extent as the CONTRACTOR is bound to the CRA; that subcontractor shall have CONTRACTOR, CRA and CITY named as additional insureds on its comprehensive general liability insurance, provide an insurance certificate evidencing same for termination of the subcontract by the CONTRACTOR in the same manner and method as provided in this Agreement, or as otherwise provided in such subcontract, whichever is more protective of the CRA's interest; and shall further provide that, in the event this Agreement is terminated for any reason, that the subcontractor shall, at the CRA's option, perform its subcontract for the CRA, or for a contractor designated by the CRA, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. The CONTRACTOR shall sign and cause each subcontractor to sign an Assignment of Rights under Construction Subcontract. Nothing contained herein shall impose on the CRA an obligation to assume any subcontract or make any payment to any subcontractor to perform pursuant to this Section 11.1, and nothing contained herein shall create any contractual relationship between the CRA and any subcontractor.

- 11.2 If the CRA, or Contract Administrator, as applicable, shall designate as the selected subcontractor or supplier a bidder whose bid exceeds that of the bidder recommended by the CONTRACTOR, whose bid complies with the Contract Documents (the amount by which the bid of the selected subcontractor exceeds the bid of the bidder recommended by the CONTRACTOR is referred to herein as the preferred subcontractor cost differential), then the Contract Administrator may designate that the preferred subcontractor cost differential shall be charged against any surplus amounts within the Owner's Allowance Account or the Guaranteed Maximum Price shall be increased by the amount of the preferred subcontractor cost differential.
- 11.3 All subcontracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the Work.

ARTICLE 12 - INSURANCE

- 12.1 To insure the indemnification obligation set forth herein, the CONTRACTOR shall as a minimum provide, pay for and maintain in force at all times during the term of this Contract insurance of the type and on the terms and conditions specified in Sections 12.3, 12.4 and 12.5. The cost of this insurance shall be included in the Guaranteed Maximum Price.
- 12.2 Such policy or policies shall be without any deductible amount except as provided for herein or as approved by CRA and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect CRA, the City of Deerfield Beach City Commissioners, and Consultant by naming CRA, the City of Deerfield Beach City Commissioners and the Consultant as additional insureds. If CONTRACTOR decides to insure its subcontractor's performance then

CONTRACTOR shall name CRA, the City of Deerfield Beach City Commissioners and the Consultant as additional insureds.

- 12.3 Comprehensive General or Commercial Liability Insurance: A Comprehensive General or Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Explosion and Collapse Hazard

Underground Hazard

Independent contractors.

Broad Form Property Damage

Products and/or Completed Operations for contracts over \$1,000,000. Coverage must be maintained and certified for 3 years after final completion.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

CRA and CITY are to be expressly included as an additional insured with respect to liability arising out of operations performed for CRA and CITY by or on behalf of CONTRACTOR or acts or omissions of CRA or CITY in connection with general supervision of such operation.

- 12.4 Business Automobile Liability: Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles. Hired and Non-Owned Vehicles.

Hired Vehicles, if applicable

Non-owned Vehicles, if applicable

Any Auto, if applicable

If the initial insurance expires prior to the completion of the work, renewal copies be furnished thirty (30) days prior to the date of their expiration.

- 12.5 Workers' Compensation insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 12.6 CONTRACTOR is not required to provide risk Completed Value form Builders Risk Policy. Deductible Responsibilities TBD. ~~Any deductible not to exceed \$100,000 each claim for all perils except wind and flood shall be paid as follows. For the peril of wind, the CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed 5% of the value of the Guaranteed Maximum Price said percentage to be determined at the sole discretion of the CRA. For the peril of flood, the CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed \$100,000. Such Policy shall reflect CRA as additional loss payee. CONTRACTOR shall be responsible for up to the first \$1000 of loss within any of the Builders Risk or Flood Insurance Policies' deductibles. CRA shall be responsible for all losses in excess of the CONTRACTOR's deductible responsibilities up to the applicable Policy deductibles.~~

Property Insurance. The CRA may provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one of the insured parties. This coverage will not cover any of the contractors or sub contractors tools, equipment, machinery or provide any business interruption or time element converge to the contractors.

If the CRA decides to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case the insurance required to be carried by the CONTRACTOR may be modified to account for the insurance being provided by the CRA. Such modification may also include execution of Waiver of Subrogation documentation.

In the event that a claim occurs for this Project and is made upon the CRA's insurance policy, for other than a windstorm, Contractor will pay \$100.00 of the deductible amount for such claim.

Waiver of Occupancy Clause or Warranty – Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide the

Builders Risk coverage and will continue to apply until final acceptance of the Building(s), addition(s) or structure(s) or renovations(s) by CRA.

- 12.7 The CONTRACTOR shall furnish to the Contract Administrator, Certificates of Insurance (Exhibit 8) evidencing the insurance coverage specified by this Article. Required Certificates of Insurance shall name the types of policies certified.
- 12.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CRA with at least thirty (30) days notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 12.9 Right to revise or reject: The CRA reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and any amendments, not limited to deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage.
- 12.10 Insurance Requirements for Vendors, Suppliers, Material Providers, and Haulers. CONTRACTOR shall insure that all vendors, suppliers, material providers and haulers (Vendors), prior to entering the Project site, have the following insurance coverages:
 - 12.10.1 Business Automobile Liability. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles and Hired and Non-Owned Vehicles.
 - 12.10.2 Workers' Compensation. Workers' compensation insurance for operations for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
 - 12.10.3 Commercial General Liability Insurance. Commercial General Liability insurance for premises and operations including product liability for any product manufactured, assembled or otherwise worked upon away from the Project site, in a form providing coverage no more restrictive than the Standard Commercial General Liability insurance policy (Occurrence Form). Such policy shall be in the minimum amount of \$2,000,000 per occurrence bodily injury and property damage liability.

ARTICLE 13 - INDEMNIFICATION

- 13.1 CONTRACTOR shall indemnify and hold harmless CRA, their 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require CONTRACTOR to indemnify CRA, their employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CRA by reason of any such claim or demand, CONTRACTOR shall, upon written notice from CRA, resist and defend such action or proceeding by counsel satisfactory to CRA.
- 13.2 The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CRA's option, any and all claims of liability and all suits and actions of every name and description covered by Section 13.1 above that may be brought against CRA whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

ARTICLE 14 - PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETY

- 14.1 Within fifteen (15) calendar days of the CRA's action to approve this agreement, CONTRACTOR shall furnish a Performance Bond and a Payment Bond acceptable to the CRA Attorney containing all the provisions of the Performance Bond attached hereto as Form 00110 and Payment Bond attached hereto as Form 00111.
- 14.1.1 Each Bond shall be in the amount of one hundred percent (100%) of the GMP guaranteeing to CRA the completion and performance of the work covered in such Agreement as well as full payment of all suppliers, material providers, laborers, or subcontractors employed pursuant to this project. Each Bond shall be with a surety company which is qualified pursuant to Section 14.2.
- 14.1.2 Each Bond shall continue in effect for one year after final completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that CONTRACTOR will, upon notification by CRA, correct any defective or faulty work or materials which appear within one year after final completion of the Agreement.
- 14.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide CRA with evidence of such recording.
- 14.1.4 Alternate form of Security: In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached hereto as Form 00112. Such alternate forms of security shall be subject to the approval of CRA and for same purpose and shall

be subject to the same conditions as those applicable above and shall be held by CRA for one year after completion and acceptance of the Work.

14.2 Qualifications of Surety:

- 14.2.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
- 14.2.2 The surety company shall hold a current certificate of AGENCY as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide CRA with evidence satisfactory to CRA, that such excess risk has been protected in an acceptable manner.
- 14.2.3 The CRA will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the CRA shall review and either accept or reject the surety company based on the financial information available to the CRA. A surety company that is rejected by the CRA may be substituted by the bidder or proposer with a surety company acceptable to the CRA, only if the bid amount does not increase. The ratings of Surety shall correspond to the amount of bonds as follows:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ARTICLE 15 - INDEPENDENT CONTRACTOR

In performing its obligations hereunder, the CONTRACTOR shall be deemed an independent contractor and not an agent or employee of the CRA. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement, unless the Contract Documents give other specific instructions concerning these matters.

ARTICLE 16 - PROJECT RECORDS

16.1 **Project Records:** CRA or its designee shall have the right to inspect and copy the books and records and accounts of CONTRACTOR and all subcontractors including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR shall preserve and make available to CRA all financial records, supporting documents, statistical records and any other documents which relate to the Project and to any claim for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, and, if the Public Records Act is not applicable, for a period of three (3) years following final completion of the Project. During the Project and for the appropriate records retention period, CONTRACTOR shall provide CRA access to its books and records at CONTRACTOR's usual place of business upon seventy-two (72) hours written notice. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act (Chapter 119, Fla. Stat.) is determined by CRA to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

16.1.1 CONTRACTOR's records shall include, but not be limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), surety files and bond company files, original estimates, estimating work sheets, correspondence, construction change directives, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by the CRA to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as records).

16.1.2 CONTRACTOR shall require all subcontractors, insurance agents and material suppliers (payees) to keep and maintain comparable records for the same time period and to permit the CRA to review, inspect and audit such records. CONTRACTOR shall include such requirements in all written subcontracts and purchase orders issued.

- 16.2 If an audit inspection or other examination by the CRA or the CRA's representatives in accordance with this Article, discloses overcharges (of any nature) by the CONTRACTOR to the CRA in excess of one (1%) percent of the total billings, the cost of the CRA's audit (whether performed by the CRA or outside auditors) shall be reimbursed or paid to the CRA by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit, inspection or examination of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the CRA's findings to the CONTRACTOR.

ARTICLE 17 - SURVEY

As required by the technical specifications (or, in absence of technical specification requirements concurrent with the Final Request for Payment), the CONTRACTOR shall furnish final surveys in electronic file, AUTOCAD 2006 or later format utilizing CAD Standards as designated by the Contract Administrator, in addition to three (3) sets of hard copy, showing the exact locations of all structures and underground site utilities installed by CONTRACTOR, including all water, sewer, gas, fuel, telephone, security and electric lines and main, and locations of all easements for such utilities then existing. Such surveys shall be prepared by a licensed Florida surveyor who shall certify that the Work is installed and erected entirely upon the Project Site and within the building restriction lines, if any, and does not overhang or encroach upon any easement or right-of-way of others.

ARTICLE 18 - CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 18.1 CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by CRA, and shall promptly repair any damage done from any cause whatsoever.
- 18.2 CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by CRA, CONTRACTOR shall replace same without cost to CRA. CONTRACTOR shall be responsible to protect all materials, equipment and supplies, keeping them free from deterioration, weathering, rusting or other action detrimental to the materials.
- 18.3 CRA reserves the right to award other contracts in connection with this Project. CONTRACTOR shall afford other persons or contractors reasonable opportunity for the introduction and storage of materials and the execution of work under such separate contracts. CONTRACTOR shall properly connect and coordinate this Work with the work of any other persons or contractors that might contract separately with CRA.
- 18.4 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any other persons, CONTRACTOR shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CONTRACTOR's Work, except as to defects which may develop in other contractor's work after the execution of CONTRACTOR's Work.

- 18.5 CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, and the CONTRACTOR did not take reasonable steps, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 18.6 To insure the proper execution of subsequent work, CONTRACTOR shall inspect the work already in place and shall at once report to Consultant any discrepancy between the executed work and the requirements of the Contract Documents.
- 18.7 CONTRACTOR shall be responsible for preparing appropriate Florida Power and Light Easements (Form 00115) for submission to the Contract Administrator.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

- 19.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03, Florida Administrative Code, delivered as a result of this Project must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
- 19.1.1 The chemical name and the common name of the toxic substance.
- 19.1.2 The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosion, and reaction;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- 19.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 19.1.4 The emergency procedure for spills, fire, disposal, and first aid.
- 19.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 19.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- 19.2 The CONTRACTOR agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance, (as defined in Section

- 19.5), except in accordance with applicable Environmental Laws. Further, in performing the work, the CONTRACTOR shall not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws.
- 19.3 In the event the CONTRACTOR encounters on the Project site any Hazardous Substance, or what the CONTRACTOR reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project Location, in violation of any applicable Environmental Laws, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the Consultant and Contract Administrator in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of the Consultant and Contract Administrator if in fact a Hazardous Substance has been encountered and has not been rendered harmless.
- 19.4 The Contract Administrator through the Consultant may direct the CONTRACTOR by utilization of Owner's Allowance Account funds to remediate and/or render harmless the Hazardous Substance in accordance with any applicable permits then in existence, but the CONTRACTOR shall not be required to remediate and/or render harmless the Hazardous Substance absent such direction or if CONTRACTOR can not obtain the appropriate insurance. If the CONTRACTOR is not so directed, CONTRACTOR shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.
- 19.5 For purposes of this Agreement, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture, which are defined in or included under or regulated by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), The Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), The Clean Water Act (CWA), The Clean Air Act (CAA), and The Marine Protection Research and Sanctuaries Act (MPRSA), The Occupational Safety and Health Act (OSHA), The Superfund Amendments and Reauthorization Act of 1986 (SARA), or other state super lien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as Environmental Laws). It is the CONTRACTOR's responsibility to comply with this Article 19 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.
- 19.6 Safety and Protection:
- 19.6.1 CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the work site and other persons who may be affected thereby;
- (2) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- (3) Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

19.6.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 19.6.1(2) and 19.6.1(3) above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and Consultant has issued a notice to CRA and CONTRACTOR that the Work is acceptable except as otherwise provided in Article 6.5 hereof.

19.6.3 CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to CRA.

19.6.4 The Contractor shall barricade and otherwise isolate areas of the construction to prevent injury to the public. The Contractor shall take appropriate traffic control measures including the posting of detour signs and detour routes. Failure by the Contractor to conduct his operation in an orderly, safe, clean manner to the satisfaction of the City shall be just cause for shutting down the job until improper conditions are remedied. The Contractor shall have no claims for damages or extra expense due to shutdowns.

ARTICLE 20 – PERMITS AND LICENSES

20.1 Pursuant to the Public Bid Disclosure Act, EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE CRA BEFORE OR DURING CONSTRUCTION OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE CRA AND PAYABLE TO THE CRA BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT ARE AS FOLLOWS:

Business Licenses must be in effect as required by Florida Statutes 205.065, and must be submitted within fifteen (15) days of execution of this Contract.

Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above.

- 20.2. CONTRACTOR shall secure and CRA will pay for the Master Building Permit. Except as otherwise provided by the Contract Documents, all trade permits, sub-permits, and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Agreement shall be secured and paid for by CONTRACTOR. The Contractor shall make application for and obtain an Engineering Department Permit for the work. Payment of such Permit Fees will be waived. Other outside agency permitting fees shall be paid by the CONTRACTOR and shall be reimbursed from the Contingency amount. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

ARTICLE 21 - PERSONNEL

- 21.1 All personnel used or employed by the CONTRACTOR in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the CRA or the Consultant, the CONTRACTOR shall not use in the performance of the Work any personnel deemed by the CRA or the Consultant to be incompetent, careless, unqualified to perform the work assigned to that person him, or otherwise unsatisfactory to the CRA.
- 21.2 The CONTRACTOR agrees that in the performance of the Work called for by this Contract, it will employ only such labor, and engage subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which the CONTRACTOR or any other contractor may then be erecting or altering on behalf of the CRA.

The CONTRACTOR agrees that it shall not employ any labor that will interfere with labor harmony at the Project site or with the introduction and storage of materials and the execution of work by other contractors or by subcontractors.

- 21.3 CONTRACTOR shall furnish the Consultant on request, resumes of CONTRACTOR's key personnel involved in the day-to-day Work on the Project.

ARTICLE 22 - CONTRACTOR'S WARRANTIES

CONTRACTOR warrants to CRA that all materials and equipment under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized by the Contract Administrator and Consultant, may be considered defective. If required by Consultant, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 23 herein.

22.1 The CONTRACTOR further represents and warrants:

That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Agreement; that it is able to furnish the Materials, and Services; that it is experienced in and competent to perform the Work contemplated by this Agreement; and it is qualified to do the Work herein and is authorized to do business in the State of Florida.

That the CONTRACTOR holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

The CONTRACTOR agrees that the Work shall be performed in a good and professional manner, free from defects in materials and execution, and that all Materials shall be new and approved by or acceptable to the Consultant, except as otherwise expressly provided for in the Contract Documents.

ARTICLE 23 - DEFECTIVE WORK

- 23.1 Consultant shall have the AGENCY to reject or disapprove work which Consultant finds to be defective. If required by Consultant, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CONTRACTOR shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Such costs shall be included in the GMP.
- 23.2 Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Consultant, CRA shall have the AGENCY to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by CRA in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, CRA may declare a default.
- 23.3 If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from CRA, shall promptly correct such defective or nonconforming Work within the time specified by CRA without cost to CRA, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents including but not limited to, Article 22 herein and any claim regarding latent defects.
- 23.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate CRA to final acceptance.

- 23.5 The CONTRACTOR shall (i) replace any part of the Work that fails to conform with the requirements of this Agreement that appear during progress of the Work on the Project; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from the time of Substantial Completion of the Work or portions thereof hereunder or within such longer period of time as may be set forth in the Contract Documents or as may be required by law; and (iii) replace, repair or restore any parts of the Project or furniture, fixtures, equipment or other items placed therein (whether by the CRA or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of this Agreement or are due to defects in the Work. The provisions of this Article 23 shall not apply to corrective work attributable solely to the acts of omissions of any separate contractor or subcontractor of the CRA unless the CONTRACTOR is acting in such capacity or capacities. The cost to the CONTRACTOR of performing any of its obligations under this Article 23 shall be within the Guaranteed Maximum Price. The CONTRACTOR's responsibility to make repairs and redo work under this Article 23, is in addition to the CONTRACTOR's responsibility to the CRA for any other damages of any kind for which the CONTRACTOR would be legally responsible.
- 23.6 Subcontractor/installer Warranties and Guarantees shall be as follows:
- 23.6.1 The Subcontractor/installer shall warrant to the CRA and to the CONTRACTOR that all workmanship and materials are free from defects in installation. The express warranty/guarantee shall be consistent with the durations stipulated in the Contract Documents.
- 23.6.2 Notwithstanding anything to the contrary, neither the CONTRACTOR, nor its surety, nor the Subcontractor/installer shall have any joint/several liability relating to, nor shall they be obligated to underwrite, or in any way become guarantor(s) of any manufacturer's warranty/guaranty or product to the CRA. The CRA shall be provided with the standard manufacturer's warranty, and it shall satisfy the requirements under the Contract Documents relating thereto.
- 23.6.3 The Construction Manager / General Contractor shall collect and transmit to the CRA any and all manufacturer's warranties and manufacturer's guarantees specified in the Contract Documents. The obligation and liability of the CONTRACTOR and/or its surety is limited to the collection and proper transmittal of these warranties and guarantees to the Contract Administrator.
- 23.7 If the CRA and the CONTRACTOR deem it inexpedient to require the correction of work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the Contract Price and the Guaranteed Maximum Price shall be made by agreement between the CONTRACTOR and the CRA. Until such settlement, the CRA may withhold such sums as the CRA deems just and reasonable from moneys, if any, due the CONTRACTOR. If no moneys are held by the CRA, reimbursement shall be made to the CRA within thirty (30) days by the CONTRACTOR.
- 23.8 The CONTRACTOR's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies the CRA may have under this Agreement, at law,

ARTICLE 24 - SIGNAGE

- 24.1 Any requirements for a project sign shall be as set forth within the Technical Specifications section. In the absence of such technical specification, CONTRACTOR shall coordinate with and provide Contract Administrator's typical project sign including applicable CRA color logo graphics and identification of CRA, CONTRACTOR, Consultant and other personnel at the direction of the Contract Administrator.
- 24.2 All construction signage located at the Project Location, shall be subject to the prior written approval of the Consultant and Contract Administrator. The CONTRACTOR recognizes that all signage may be disallowed, in the Consultant's and Contract Administrator's sole discretion, and that existing signage or advertising on construction field offices, trailers, construction fences, and other construction elements or aids, may be required to be masked or deleted, all at no cost or expense to the CRA. Such signage will be considered an overhead expense pursuant to Section 8.4 and shall not be included within the Cost of the Work.

ARTICLE 25 - PUBLIC ENTITY CRIMES ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CRA, may not submit a bid on a contract with CRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to CRA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CRA, and may not transact any business with CRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CRA's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether CONTRACTOR has been placed on the convicted vendor list.

ARTICLE 26 - OWNERSHIP OF CONTRACT DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys, and other data submitted by the CONTRACTOR provided in connection with this Agreement are and shall remain the property of the CRA whether the Project for which they are made is completed or not. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONTRACTOR shall become the property of CRA and

shall be delivered by CONTRACTOR to CRA within seven (7) days of termination of the Contract Documents by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 27 - CONTRACTOR'S REPRESENTATIVE

CONTRACTOR shall advise the CRA, in writing, of any limitations on the AGENCY of contractor's representative; otherwise, contractor's representative shall be considered to have full AGENCY to execute any and all instruments requiring the CONTRACTOR's signature and to act on behalf of the CONTRACTOR with respect to all matters arising out of this Agreement.

ARTICLE 28 - CRA'S RIGHT TO TERMINATE CONTRACT

- 28.1 If CONTRACTOR fails to begin the Work within ten (10) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Contract Administrator may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CRA may upon written certificate from Consultant of the fact of such delay, neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CRA may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in CRA's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in CRA's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CRA, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by CRA shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CRA the amount of said excess.
- 28.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of CRA and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 28.3 below.

- 28.3 This Contract may be terminated for convenience in writing by CRA upon ten (10) days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work and/or services performed. No payment shall be made for profit for work and/or services that have not been performed.
- 28.4 Upon receipt of Notice of Termination pursuant to Sections 28.2 or 28.3 above, CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to CRA all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

ARTICLE 29 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If Consultant fails to review and approve or state in writing reasons for rejection of any Application for Payment within twenty (20) days after it is properly presented, or if CRA fails either to pay CONTRACTOR within thirty (30) days after presentation by Consultant of any sum certified by Consultant, or to notify CONTRACTOR and Consultant in writing of any objection to the Application for Payment, then CONTRACTOR may give written notice to CRA and Consultant of such delay, neglect or default, specifying the same. If CRA or Consultant (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Agreement and recover from CRA payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by CRA to an Application for Payment shall be submitted to Consultant in accordance with the provisions of Article 30 herein.

ARTICLE 30 - RESOLUTION OF DISPUTES

- 30.1 Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and CONTRACTOR shall be submitted to Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 30.2 Consultant shall notify Contract Administrator and CONTRACTOR in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires additional time to gather information or allow the parties to provide additional

information. Consultant's estimates and decisions upon all questions, claims, difficulties and disputes shall be final and binding to the extent provided in Section 30.5.

- 30.3 All non-technical administrative disputes (such as billing and payment) shall be determined by the Contract Administrator.
- 30.4 During the pendency of any dispute and after a determination thereof, CONTRACTOR, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, the CONTRACTOR shall proceed diligently with performance of this Agreement and the CRA shall continue to make payments for undisputed amounts in accordance with the Contract Documents.
- 30.5 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party, the CRA Manager or designee, in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and the objecting party's proposed resolution. If notice is given by CONTRACTOR, it must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the CRA Manager or designee. The CRA Manager's decision shall be final and binding on the parties subject to judicial review.
- 30.6 For any disputes which remain unresolved, within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any mediator mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.
- 30.7 **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. CONTRACTOR, PURSUANT TO ARTICLE 11 OF THIS AGREEMENT, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**

ARTICLE 31 - NOTICES

All notices to be given hereunder shall be in writing and by e-mail, and may be given by depositing the same in the United States Mail addressed to the party to be notified, postpaid, return receipt requested or by delivering the same in person to such party with written receipt of acknowledgment of delivery by a person at the address(es) set forth below. Electronic, facsimile (FAX) or other telephonic transmission shall not be considered as written notice. All notices to be given to the parties hereto shall be sent to or made to the addresses shown below. The

place for giving notice shall remain the same as set forth herein unless changed in the manner provided in this Article.

For CRA:

Deerfield Beach Community Redevelopment Agency
CRA Director
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

Consultant:

Garcia Stromberg LLC
2365 Vista Parkway, Suite 15
West Palm Beach, FL 33411

Contract Administrator:

Capital Improvements Division
Environmental Services Department
200 Goolsby Boulevard
Deerfield Beach, FL 33442

CONTRACTOR:

Stiles Corporation d/b/a Stiles Construction Company
301 East Las Olas Boulevard
Fort Lauderdale, FL 33301

ARTICLE 32 - EEO COMPLIANCE

32.1 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, marital status, political affiliation, or physical or mental disability if qualified. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, marital status, political affiliation, or physical or mental disability. Such actions 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 of training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

32.1.1 CRA shall also require that any contractor selected to perform work on a CRA project include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply

with above requirements is a material breach of the Agreement, and may result in the termination of this Agreement or such other remedy as CRA deems appropriate.

- 32.1.2 CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 32.1.3 By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). CRA hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CRA to terminate this Agreement and recover from CONTRACTOR all monies paid by CRA pursuant to this Agreement, and may result in debarment from CRA's competitive procurement activities.

ARTICLE 33 - HURRICANE AND DISASTER PREPAREDNESS

33.1 PRE-HURRICANE AND DISASTER PROVISIONS

- 33.1.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, except as specified in Section 33.1.4 below, shall take all reasonable precautions necessary to secure the project site in response to all threatened storm events, regardless of whether the CRA or Consultant has given notice of same.
- 33.1.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 33.1.3 Suspension of the work caused by a threatened or actual storm event, regardless of whether the CRA has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.
- 33.1.4 CONTRACTOR shall be reimbursed actual documented expenses for materials and labor incurred due to hurricane preparations that are outside of the normal daily General Conditions costs. Any such reimbursement shall be at the discretion of the Contract Administrator.

33.2 POST-HURRICANE AND DISASTER PROVISIONS

- 33.2.1 The CRA may issue, through its Contract Administrator or other designated employee, Construction Change Directives or other enabling documents to mobilize CONTRACTOR and its subcontractors in the aftermath of a hurricane, natural disaster or other emergency for the purposes of damage assessment and providing temporary and permanent repairs to CRA facilities (or other facilities as may be assigned by CRA). CONTRACTOR shall mobilize upon mutual agreement of specific terms for this work.
- 33.2.1.1 In the immediate aftermath of a storm, natural disaster or other emergency, the CONTRACTOR and Contract Administrator shall establish communications to determine an assessment and recovery plan and to establish a preliminary list of emergency recovery activities that the CONTRACTOR shall undertake.
- 33.2.1.2 CONTRACTOR and Contract Administrator shall utilize that preliminary list of emergency recovery activities to develop one or more Construction Change Directives for execution by the Contract Administrator and CONTRACTOR. Upon mutual agreement, Contract Administrator shall issue the executed Construction Change Directives upon receipt of which, CONTRACTOR shall immediately undertake the emergency actions described therein.
- 33.2.1.3 CONTRACTOR shall mobilize personnel, subcontractors and equipment as necessary to complete the tasks required by a Construction Change Directive for hurricane or other disaster recovery.
- 33.2.1.4 CRA shall issue Purchase Orders and other procurement documents as necessary to support of Construction Change Directives as issued by the Director of Public Works or the Contract Administrator.
- 33.2.1.5 CONTRACTOR shall maintain detailed records of the Work and provide full information required for evaluation and to substantiate costs and time adjustments as may be necessitated by these required changes in the Work.
- 33.2.1.6 CONTRACTOR shall coordinate invoicing and payment procedures for emergency recovery work with the Contract Administrator to ensure expeditious payment and segregation of such payments from those applicable to the non-emergency Work required by this Agreement.

ARTICLE 34 - SHOP DRAWINGS

- 34.1 CONTRACTOR shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

- 34.2 Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, CONTRACTOR shall submit to CONSULTANT a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by CONSULTANT shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 34.3 After the approval of the list of items required in Section 45.2 above, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.
- 34.4 CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 34.5 If the Shop Drawings show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.
- 34.6 Consultant shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 34.7 No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.
- 34.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 34.9 CONTRACTOR shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

34.10 CONTRACTOR shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

34.11 However, Contractor shall be required to apply the level of skill and knowledge attendant to its field of endeavor in observing any material nonconformity's described above and use reasonable care and diligence to observe and review specifications to determine any such nonconformity's described above.

34.12 Contractor shall be deemed to have knowledge if, through the exercise of reasonable care or by the application of the level of skill attendant to its responsibilities, or if Contractor knew or should have known of or discovered any material nonconformity's

34.13 No time extensions will be allowed to the Contractor for re-submittals of shop drawings, product data and samples.

34.14 All shop drawings, diagrams, schedules, illustrations, charts, brochures and other data specifically prepared for the work by the Contractor transmitted to the Owner shall be subject to Florida Public Records Law.

34.15 If initial two submittal packages (shop drawing) are rejected by Architect/Engineer, subsequent reviews will be billed on an hourly rate to General Contractor. Funds from Contract Sum will be withheld. Contractor to provide thorough review and checking of all submittals prior to delivery to Architect.

ARTICLE 35 - OTHER TERMS & CONDITIONS

35.1 Third Party Beneficiaries: Neither the CONTRACTOR nor CRA intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

35.2 Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement. CONTRACTOR agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile witness against CRA in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of CRA in any such pending or threatened legal or administrative proceeding. The limitations of this Article shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. CONTRACTOR agrees to prohibit its subcontractors, by written contract, from having any conflicts as within the meaning of this Article.

- 35.3 Joint Preparation: Preparation of this Agreement has been a joint effort of CRA and CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- 35.4 Assignment: The CONTRACTOR shall not assign this Agreement or subcontract it as a whole without the written consent of the CRA; nor shall the CONTRACTOR assign any monies due or to become due to it hereunder, without the previous written consent of the CRA.
- 35.5 Waiver: No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party hereunder, nor deemed to be a modification of this Agreement. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder, provided however this section shall not alter or amend the notice provisions set forth in the Construction Documents including but not limited to, in Article 6. Inspection by, payment by or tentative approval or acceptance by the CRA, or the failure of the CRA to perform any inspection hereunder shall not constitute a final acceptance of the Work or any part thereof and shall not release the CONTRACTOR from any of its obligations hereunder.
- 35.6 Construction of Terms: Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other. The term "person" shall be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context shall require.
- 35.7 Captions: The captions used for the Articles in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any Article herein.
- 35.8 Entire Agreement; Severability; Amendments: These Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly, the parties agree that no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Article 7 above. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.

- 35.9 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 35.10 Governing Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.
- 35.11 Truth in Negotiations: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CRA determines the contract price was increased due to inaccurate, or incomplete factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 35.12 Turtle Season: CONTRACTOR shall comply with all federal, state (including the Turtle Season set out in FDEP's General Conditions - Exhibit 9) and local regulations regarding the protection of nesting habitat for loggerhead (*Caretta caretta*), green (*Chelonia mydas*) and leatherback (*Dermochelys coriacea*) sea turtles.
- 35.13 Background Checks
In accordance with Section 38-117 of the City of Deerfield Beach Code of Ordinances, prior to beginning any services under this Agreement for work on City property, the CONTRACTOR shall, at its expense, obtain a criminal background check through the National Crime Information Center (NCIC) for each of its employees prior to for any employee of the company who is doing the work required by this [bid, request for proposal or contract]. The Contractor must ensure a similar check has been done of its subcontractors' employees who will have access to the City's property.
- If such a check reveals a conviction or a plea of nolo contendere. regardless of when the plea or conviction occurred, for a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the CONTRACTOR shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the CONTRACTOR intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.
- The City reserves the right to approve or disapprove whether contract employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the CONTRACTOR's employment of an individual outside of this Agreement.

The CONTRACTOR shall certify compliance with this provision prior to commencing work by submitting the affidavit attached as Form 00113 to the Purchasing Division.

35.14 Royalties and Patents:

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

35.15 Protection of Underground Utilities:

The Contractor shall be responsible for the location and protection of all underground utilities; including but not limited to electric, telephone, gas, communications, water, sewer and drainage.

35.16 Noise:

35.16.1 The provisions of Ord. #2001/008 & Ord. #2000/013 prohibiting construction during the following time periods:

From 7:00 P.M. Saturday to 7:00 A.M. Monday;
From 9:00 P.M. Monday to 7:00 A.M. Tuesday;
From 9:00 P.M. Tuesday to 7:00 A.M. Wednesday;
From 9:00 P.M. Wednesday to 7:00 A.M. Thursday;
From 9:00 P.M. Thursday to 7:00 A.M. Friday; and
From 9:00 P.M. Friday to 9:00 A.M. Saturday

In the event an emergency exists and conditions with reference to the operation of any business are such that it would be unjust and inequitable for the same not to be operated during the prohibited hours, upon application made to the City Manager, or his duly authorized representative, may authorize any business to operate for a limited period of time during the prohibited hours set forth above.

35.16.2 The engine for the dewatering pump(s) shall have a second, in-line, muffler added to the normal muffler and the set-up shall be baffled to minimize noise.

35.17 Builders Risk Questionnaire:

CONTRACTOR shall complete and submit the Builder's Risk Questionnaire (Form 00114) to the Contract Administrator prior to the issuance of the Second Notice to Proceed.

**ARTICLE 36
TAX RECOVERY PROGRAM**

- 36.1 This project is not exempt from State or Local Sales and Use Tax. All materials and equipment incorporated and used in the construction of the work and becoming a permanent part of the project are subject to State and Local Sales and Use Tax. It shall be the Contractor's sole responsibility to incorporate into the bid proposal any and all of the applicable taxes.
- 36.2 All references to "City of Deerfield Beach" in this Section 36 are hereby replaced with "CRA through its agreements with the CRA". The City of Deerfield Beach is exempt from payment of State and Local Sales and Use Tax on building materials and equipment purchased directly by the City of Deerfield Beach. Any State and Local Sales and Use Tax on items not purchased directly by the CITY will be paid for by Contractor. The City of Deerfield Beach shall have the option (at its sole discretion) of purchasing all or any portion of the materials and equipment included in each construction contract directly from the manufacturer or supplier in accordance with the following procedure:
- 36.2.1 The Contractor will provide to the City of Deerfield Beach, a list and updated monthly log of the major equipment and materials included in the project, along with the Contractor's cost of same from vendors and/or suppliers including Florida Sale Taxes.
- 36.2.2 The City of Deerfield Beach shall review this list and determine which items of equipment and materials, if any, the City of Deerfield Beach will purchase directly.
- 36.2.3 Upon determination by the City of Deerfield Beach that an item will be purchased directly by the City of Deerfield Beach, such item shall be procured as follows:
- 36.2.4 The Contractor agrees to comply with the Sales Tax and Recovery Program should the City of Deerfield Beach decide to exercise its option to purchase the materials directly from materials vendors or suppliers. The cost of materials, purchased by the City of Deerfield Beach, and sales tax will be deducted from this contract by Change Orders as separately listed in Applications for Payment; the program includes:
- (a) The purchases shall be in the City of Deerfield Beach's name with ownership of the item upon receipt vested in the City of Deerfield Beach.
 - (b) The purchases shall be by the City of Deerfield Beach's Purchase Order directly issued and funded by the City of Deerfield Beach.
 - (c) Notwithstanding, the City of Deerfield Beach's payment for selected items, the Contractor assumes full responsibility for any change in price and liability associated with selecting and ordering the proper quantity and type of materials and equipment for scheduling the appropriate delivery date,

selection of the appropriate vendor or supplier, the correctness of the Purchase Order and receipt report and the storage, delivery, and protection of the equipment and/or material.

- (d) At the time the Direct Owner Purchase (DOP) order is written, a deductive change order to this contract will be written for the amount of the purchase order less Florida sales tax.
- (e) Vendor/Supplier shall invoice the City of Deerfield Beach directly for payment, which shall be made directly by the City of Deerfield Beach to the Vendor/Supplier following Contractor written acknowledgement materials were delivered to the site in good order.
- (f) The City of Deerfield Beach's Direct Purchase Order shall clearly state the purchase is exempt from Sales Tax pursuant to the City of Deerfield Beach's Sales and Use Tax Exemption Certificate.
- (g) The Contractor will provide a Builder's Risk policy with the City of Deerfield Beach named as 'additional insured'.
- (h) Acknowledgment of receipt of the materials and Contractor's written approval for payment shall be documented by an official of the City of Deerfield Beach or an authorized agent of the City of Deerfield Beach.
- (i) All amounts purchased by the City of Deerfield Beach for sales tax savings will be credited toward the Contractor achieving his goal, as if no sales tax recovery was used.
- (j) The Sales Tax Recovery Program will not alter the Contractor's requirement to provide payment and performance bonds for 100% of the contract award, or warranty.
- (k) In order for the City of Deerfield Beach to take advantage of its option to recover sales tax savings, the amount encumbered for this Amendment, will be the contract price, reduced by the estimated cost of material to be directly purchased by the City of Deerfield Beach and the associated sales tax. Any variation in the final cost of the direct purchased material from that of the estimate will be resolved in a future Amendment.
- (l) The vendor will invoice the Contractor C / O City of Deerfield Beach to Contractor's business address for payment that will be made directly by the City of Deerfield Beach evidenced by distribution of the payment / check through the Contractor's office to vendor; title to equipment and materials will vest in the City of Deerfield Beach upon receipt.
- (m) Based on the foregoing, the legal incidence of the sales tax is directly upon the City of Deerfield Beach for building materials the City of Deerfield Beach desires to purchase where the purchases are made pursuant to the Sales Tax Recovery Program and other provisions of the construction contract. Such purchases made pursuant to the construction contract may be made exempt from sales tax under s. 212.08(6), F.S.

36.3 CONTRACTOR is obligated to include Form 0016 when requesting Direct Owner

(CRA) Purchase from material suppliers.

[THIS SPACE LEFT BLANK INTENTIONALLY]

DEERFIELD BEACH CRA

Witnesses:

Print Name:

Print Name:

By: _____
KEVEN R. KLOPP, DIRECTOR

Date: _____

ATTESTED:

ADA GRAHAM-JOHNSON, CITY CLERK

By: _____
PEGGY NOLAND, CHAIR

Date: _____

APPROVED AS TO FORM:

ANDREW S. MAURODIS, CRA ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by KEVEN R. KLOPP, as the CRA Director, who is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name

CONTRACTOR

ATTEST:

MANAGING GENERAL CONTRACTOR:
STILES CORPORATION d/b/a
STILES CONSTRUCTION COMPANY
a for-profit Florida corporation

Secretary

By _____
Timothy O. Moore, President
(Signature of President)

(Please Type Name of Secretary)
(CORPORATE SEAL)

____ day of _____, 20____.

WITNESSES:

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

EXHIBIT 1: REQUEST FOR QUALIFICATIONS

EXHIBIT 2: CONTRACTOR'S RESPONSES TO RFQ

EXHIBIT 3: PRE-CONSTRUCTION SERVICES AGREEMENT

Exhibit 4 Estimated Contractor's Direct Construction Cost

Project Name: Pier Building Replacement

Project Number: 112211-P

#	DESCRIPTION	SCHEDULED VALUE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$
18		\$
19		\$
20		\$
21		\$
22		\$
23		\$
24		\$
25		\$
26		\$
27		\$
28		\$
29		\$
30		\$
31		\$
32		\$
33		\$
34		\$
35		\$
TOTAL DIRECT COST		\$

EXHIBIT 5A AIA GENERAL CONDITIONS A201

Exhibit 5B Contractor's General Conditions
 Project Name: Pier Building Replacement
 Project Number: 112211-P

#	DESCRIPTION	SCHEDULED VALUE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$
18		\$
19		\$
20		\$
21		\$
22		\$
23		\$
24		\$
25		\$
26		\$
27		\$
28		\$
29		\$
30		\$
31		\$
32		\$
33		\$
	SUB TOTAL GENERAL CONDITIONS	\$
34	Insurance & Bond	\$
	GENERAL CONDITIONS TOTAL	\$

Exhibit 6 Contractor's Management Services

Project Name: Pier Building Replacement

Project Number: 11221-P

#	DESCRIPTION	SCHEDULED VALUE
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$
16		\$
17		\$
18		\$
NEGOTIATED AMOUNT		\$

Exhibit 7 List of Pricing Documents

Project Name: Pier Building Replacement

Project Number: 112211-P

The following is an preliminary enumeration of the drawings and specifications that form the basis of the GMP:

SPECIFICATION INDEX (REFER TO GARCIA STROMBERG 25% Project Specification and future additions)

Division 1 – General Requirements

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 2 – Sitework

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 3 – Concrete

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 4 – Masonry

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 5 – Metals

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 6 – Wood and Plastics

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 7 – Thermal and Moisture Protection

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 8 – Windows and Doors

Section XXXXX Section Title

Section XXXXX Section Title

Section XXXXX Section Title

Division 9 – Finishes

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 10 – Specialties

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 11 – Equipment

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 12 – Furnishings

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 13 – Special Construction

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 14 – Conveyances

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 15 -- Mechanical

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division 16 – Electrical

Section XXXXX	Section Title
Section XXXXX	Section Title
Section XXXXX	Section Title

Division17

DRAWING INDEX

Project Name: Pier Building Replacement

Project Number: 112211-P

Drawing Number	Drawing Title
GENERAL	
G-001	Cover Sheet and Drawing Index
G-002	Survey
G-003	Life-Safety Plan
CIVIL	
C-1	Civil Sheet Title
C-2	Civil Sheet Title
C-3	Civil Sheet Title
LANDSCAPE	
L-1	Landscape Sheet Title
L-2	Landscape Sheet Title
IR-1	Irrigation Sheet Title
IR-2	Irrigation Sheet Title
ARCHITECTURAL	
A-1	Architectural Sheet Title
A-2	Architectural Sheet Title
A-3	Architectural Sheet Title
INTERIOR DESIGN	
ID-1	Interior Design Sheet Title
ID-2	Interior Design Sheet Title
ID-3	Interior Design Sheet Title
STRUCTURAL	
S-1	Structural Sheet Title
S-2	Structural Sheet Title
S-3	Structural Sheet Title
MECHANICAL	
M-1	Mechanical Sheet Title
M-2	Mechanical Sheet Title
M-3	Mechanical Sheet Title
ELECTRICAL	
E-1	Electrical Sheet Title
E-2	Electrical Sheet Title
E-3	Electrical Sheet Title
PLUMBING	
P-1	Plumbing Sheet Title
P-2	Plumbing Sheet Title
P-3	Plumbing Sheet Title

Drawing Number	Drawing Title
---------------------------	----------------------

FIRE PROTECTION

FP-1	Fire Protection Sheet Title
FP-2	Fire Protection Sheet Title
FP-3	Fire Protection Sheet Title

OTHER

EXHIBIT 8: CERTIFICATES OF INSURANCE

EXHIBIT 9: FDEP GENERAL CONDITIONS

FORM 00101: SDBE REPORTING SUBMITTALS

FORM 00102 CONTRACTOR FURNISHED SUBMITTALS

PROJECT NO. 11221-P

CONTRACTOR FURNISHED SUBMITTALS-DRAWINGS, DATA AND SAMPLES

All correspondence from the Contractor to the Owner shall be numbered sequentially and the submittal number shall be referenced. Submittals shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with each contract requirement. Submittals shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read:

"I certify that I have checked submittal # _____
for accuracy, completeness and compliance with contract requirements, and it has been
coordinated with all other submittal #s _____
and contract documents."

Company

Signature

Date

The sequence of submission of all submittals shall be such that all information is available for reviewing each when it is received. If reference submittals are used, the review date of such submittal shall be included. Submittal drawings shall not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. Allow at- least 20 calendar days for review by Owner. Each submittal shall include a statement indicating (a) the date installation or performance is to commence (b) fabrication duration in calendar days. Drawings, samples, catalogues, data and certificates to be submitted to the Owner for review, shall be submitted attached to forms approved by Owner.

FORM 00103: REQUEST FOR TESTING SERVICES

REQUEST FOR TESTING SERVICES

FORWARD TO XXXXXXXXXXXX VIA FACSIMILE No.: XXX.XXX.XXXX

CLIENT: City of Deerfield Beach **DATE:** _____
PROJECT: Pier Buildings Replacement **PROJECT NUMBER:** 11221-P
REQUESTED BY: Stiles Construction Co. **BY:** _____
Project Manager / Superintendent

JOBSITE INFORMATION

DATE TESTING IS REQUESTED: _____
DAY OF THE WEEK: (Circle one day) **MON** **TUES** **WED** **THUR** **FRI** **SAT**
TIME REQUESTED: _____ **AM or PM** **ORDER TAKER:** _____

CONCRETE TESTING REQUESTED

CONCRETE POUR LOCATION: _____

YARDS: _____ **PSI:** _____ **TYPE:** _____ **SUPPLIER:** _____
QUANTITY OF CYLINDERS: _____ **LOCATION:** _____

SOILS TESTING REQUESTED

DENSITY LOCATION: _____
DESCRIPTION: _____
SOILS: **PROCTOR:** T-180 _____ T-99 _____ **LBR** _____ **OTHER** _____
LOCATION: _____

DIRECTIONS: XXX

Contractor to copy: Capital Projects Manager-954.422.5835 / XXXXXXXXXXXX to attach a copy to each invoice.

FORM 00104: CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:
Pier Building Replacement
200 N.E. 21st Avenue
Deerfield Beach, Florida
Project Number: 112211-P

Consultant:

DATE OF
ISSUANCE: _____

CONTRACTOR:
NOTICE TO
PROCEED DATE _____

TO (CRA): CRA Director,

CONTRACT FOR

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Agreement has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or portion thereof designated by CRA is the date certified by Consultant when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by CRA. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

FORM 00105: CONSTRUCTION CHANGE DIRECTIVE

FORM 00107: FINAL CERTIFICATE OF PAYMENT:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (CRA):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 5.2 of the Agreement, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant

BY

DATE

CRA, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at
on _____ (time)
(date).

CRA

By Contract Administrator

DATE

FORM 00108: FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for this Agreement.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from the CRA the sum of _____ Dollars (\$_____) as full and final payment to CONTRACTOR for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

CONTRACTOR hereby indemnifies and releases the CRAI from all liens and claims whatsoever arising out of the Agreement and Project.

CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, CONTRACTOR may submit a consent of surety to final payment in a form satisfactory to CRA.

CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Secretary

(CORPORATE SEAL)

(Name)

By _____
Title

Date: _____

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____

Date: _____

FORM 00109: CONTINGENCY ALLOWANCE PAYMENT AUTHORIZATION (CAPA)

FORM 00110: FORM OF PERFORMANCE BOND

Project Name: Pier Building Replacement

Project Number: 112211-P

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the CRA of the CRA of Deerfield Beach, Florida, as Obligee, hereinafter called CRA, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20_____, with CRA for _____ in accordance with the Contract Documents prepared by _____ which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Performs the Contract between CONTRACTOR and CRA for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays CRA all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that CRA sustains as a result of default by CONTRACTOR under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever CONTRACTOR shall be, and declared by CRA to be, in default under the Contract, CRA having performed CRA's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 3.1. Complete the Contract in accordance with its terms and conditions; or

- 3.2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if CRA elects, upon determination by CRA and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and CRA, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph herein. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by CRA to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CRA to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CRA named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

FORM OF PERFORMANCE BOND

(Continued)

WITNESSES:

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(CRA/State/Zip Code)

Telephone No.: _____

FORM 0111: FORM OF PAYMENT BOND

Project Name: Pier Building Replacement

Project Number: 112211-P

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Deerfield Beach Community Redevelopment Agency as Obligee, hereinafter called CRA, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20_____, with CRA for _____ in accordance with the Contract Documents prepared by _____ which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Pays CRA all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that CRA sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.

- 2.2. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.
- 2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

FORM OF PAYMENT BOND

(Continued)

ATTEST:

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(CRA/State/Zip Code)

Telephone No.: _____

**Form 00113: PERFORMANCE AND PAYMENT GUARANTY FORM
UNCONDITIONAL LETTER OF CREDIT:**

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Deerfield Beach Community
Redevelopment Agency (CRA)

Applicant:

Amount: _____
in United States Funds

Expiry:

(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ by order
(branch address)

of and for the account of _____
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of _____ available by your
drafts at sight, accompanied by:

1. A signed statement from the _____ of the CRA, or the
_____ authorized representative, that the drawing is due to
default in performance of certain obligations on the part of
_____, agreed upon by (contractor, applicant,
customer)

and between CRA and _____ pursuant to
the _____
(contractor, applicant, customer)

Bid/Contract No. _____ for
_____ (name of project)

and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____.
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____, of
(number)
_____ dated _____."
(Bank name)

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the CRA with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to the CRA that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the

(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature



PBR - Pier Building Redesign (GMP-2)
Deerfield Beach, Florida



Schedule of Values (Permit Set dated August 30, 2011)
October 21, 2011



PHASE	ITEM/DESCRIPTION	PIER REPLACEMENT	SITE	BUILDING	SUBTOTAL
1425	Testing	\$ -	\$ -	\$ 20,000	\$ 20,000
2001	GMP-1	\$ -	\$ 12,840	\$ -	\$ 12,840
2001	Sitework	\$ -	\$ 71,907	\$ -	\$ 71,907
2001	Rubble Removal	\$ 10,000	\$ -	\$ -	\$ 10,000
2002	Beach Sand per DP-1	\$ -	\$ 7,795	\$ -	\$ 7,795
2100	Continuous Clean/Site Labor	\$ -	\$ 23,136	\$ -	\$ 23,136
2110	Demolition	\$ -	\$ 22,513	\$ -	\$ 22,513
2130	Miscellaneous Machine Time	\$ -	\$ 10,400	\$ -	\$ 10,400
2135	Soil Treatment	\$ -	\$ -	In Concrete	In Concrete
2155	Vehicle and Pedestrian Control	\$ -	\$ 34,526	\$ -	\$ 34,526
2160	Storm Drainage	\$ -	\$ 47,514	\$ -	\$ 47,514
2165	Sanitary Sewer	\$ -	\$ 14,686	\$ -	\$ 14,686
2170	Water Distribution	\$ -	\$ 45,528	\$ -	\$ 45,528
2200	Surveying/Layout and As-builts	\$ 1,504	\$ 18,994	\$ 5,117	\$ 25,614
2650	Pavers	\$ -	\$ 31,029	\$ -	\$ 31,029
2650	Sealing the Pavers	\$ -	\$ 4,980	\$ -	\$ 4,980
2660	Concrete Paving	\$ -	\$ 141,900	\$ -	\$ 141,900
2665	Curbing, sidewalks and subgrade	\$ -	In Conc. Paving	\$ -	In Conc. Paving
2670	Stripe and Signage	\$ -	In Conc. Paving	\$ -	In Conc. Paving
2670	Testing for Piles	\$ -	\$ -	\$ 16,192	\$ 16,192
2752	Auger Piles	\$ 19,228	\$ -	\$ 113,830	\$ 133,058
2850	Tree Grates	\$ -	\$ 29,050	\$ -	\$ 29,050
2851	Bike Rack	\$ -	\$ 1,890	\$ -	\$ 1,890
2850	Rope and Timber fence at beach per DP-1	\$ -	\$ 2,293	\$ -	\$ 2,293
2900	Landscaping	\$ -	\$ 29,442	\$ -	\$ 29,442
2940	Tree Relocation Allowance	\$ -	\$ 3,000	\$ -	\$ 3,000
2950	Irrigation	\$ -	\$ 10,750	\$ -	\$ 10,750
3100	Concrete	\$ 120,283	\$ 24,631	\$ 341,294	\$ 486,208
4110	Masonry	\$ -	\$ -	\$ 72,168	\$ 72,168
5110	Structural Steel / Misc Metals, Shutters and Railing	\$ -	\$ -	\$ 237,162	\$ 237,162
6100	Rough Carpentry	\$ 62,432	\$ 9,850	\$ 273,352	\$ 345,634
6510	Cabinetry	\$ -	\$ -	\$ 13,070	\$ 13,070
7110	Caulking/Waterproofing	\$ -	\$ -	\$ 11,425	\$ 11,425
7144	Roofing	\$ -	\$ -	\$ 59,138	\$ 59,138
7144	Thermal Insulation	\$ -	\$ -	\$ 39,831	\$ 39,831
7500	Sunshades	\$ -	\$ -	\$ 5,119	\$ 5,119
8110	Doors/Frames/Hardware	\$ -	\$ -	\$ 80,519	\$ 80,519
8500	Glazing	\$ -	\$ -	\$ 86,303	\$ 86,303
9110	Exterior Framing and Stucco	\$ -	\$ -	\$ 37,157	\$ 37,157
9210	Interior Framing and Drywall	\$ -	\$ -	\$ 57,843	\$ 57,843
9230	Acoustical Ceilings	\$ -	\$ -	\$ 5,781	\$ 5,781
9310	Flooring	\$ -	\$ -	\$ 46,063	\$ 46,063
9310	Stone Cladding	\$ -	\$ -	\$ 69,124	\$ 69,124
9310	Epoxy Flooring	\$ -	\$ -	\$ 12,037	\$ 12,037
9610	Paint	\$ -	\$ -	\$ 20,630	\$ 20,630
9900	Final Cleaning	\$ -	\$ -	\$ 4,000	\$ 4,000
10140	Signage	\$ -	\$ 1,500	\$ 20,750	\$ 22,250
10120	Fire Extinguishers	\$ -	\$ -	\$ 1,213	\$ 1,213
10750	Flag Poles	\$ -	\$ -	\$ 1,882	\$ 1,882
10810	Toilet Partitions, Accessories and Specialties	\$ -	\$ -	\$ 16,408	\$ 16,408
10810	Bird Control	\$ -	\$ -	\$ 5,000	\$ 5,000
10810	Weather Vane	\$ -	\$ -	\$ 1,000	\$ 1,000
11400	Food Service Equipment	\$ -	\$ -	\$ 221,346	\$ 221,346
14200	Elevator	\$ -	\$ -	\$ 58,567	\$ 58,567
15110	Plumbing	\$ -	\$ 37,766	\$ 136,039	\$ 173,805
15110	Rainwater Harvesting System	\$ -	\$ 70,000	\$ -	\$ 70,000
15410	Fire Sprinkler	\$ -	\$ -	\$ 37,345	\$ 37,345
15610	HVAC	\$ -	\$ -	\$ 142,374	\$ 142,374
16110	FPL "Contribution in Aid"	\$ -	\$ 25,000	\$ -	\$ 25,000
16110	Electric	\$ 5,901	\$ 26,117	\$ 319,490	\$ 351,508
16210	Security / Audio Visual	\$ -	\$ -	By Owner	\$ -
	Subtotal	\$ 219,348	\$ 759,036	\$ 2,588,564	\$ 3,566,948
	General Conditions	\$ 25,376	\$ 87,811	\$ 299,464	\$ 412,650
	Construction Contingency	\$ 7,342	\$ 25,405	\$ 86,641	\$ 119,388
	General Insurances	\$ 2,410	\$ 8,339	\$ 28,437	\$ 39,185
	Builder's Risk (By Owner)	\$ -	\$ -	\$ -	By Owner
	Payment and Performance Bond	\$ 3,184	\$ 11,018	\$ 37,575	\$ 51,777
	Overhead and Profit	\$ 24,175	\$ 83,656	\$ 285,295	\$ 393,126
	TOTAL CONSTRUCTION COSTS	\$ 281,834	\$ 975,265	\$ 3,325,976	\$ 4,583,075



**PBR - Pier Building Redesign
GMP -2 Deerfield Beach Fishing Pier Buildings
Deerfield Beach, Florida**



Subcontractor Comparison Sheet

October 21, 2011

2001	Sitework	Amount	2010	Demolition	Amount
a	Sun-Up	\$ 390,405		Miami Wrecking	\$ 23,209
b	CSR Heavy	\$ 400,068	a	BG Group	\$ 23,391
	American Engineering	\$ 456,539	a	Marathon	\$ 39,750
b	Ryan	\$ 477,563			
a	Stanford Construction	\$ 564,008			
j, a	Graham Services, Ltd	\$ -			
j, a	Spearhead Development Group	\$ -			
2111	Surveying	Amount	2230	Landscape/Irrigation	Amount
b	Davis & Purmort	\$ 8,650		Conco	\$ 43,192
	Avirom & Associates	\$ 10,775		Nanak	\$ 48,800
	Caulfield & Wheeler	\$ 11,253	c	Arazaola	\$ 48,340
	Baseline	\$ 12,070		Elan	\$ 55,022
	Douglass, Leavy	\$ 13,475		Dixie Landscape	\$ 59,770
c	CivilSurv	\$ 23,000		Tropic Landscape	\$ 59,233
a	Pillar Consultants	\$ 23,095	j	Superior	\$ -
	Calvin, Giordano	\$ 25,595			
2350	Auger Piles and Pile Testing	Amount	3110	Concrete/Masonry	Amount
	HJ Foundations	\$ 156,253		Stearns	\$ 575,645
	BK Marine	\$ 172,332	a	Contex	\$ 663,506
j	Berkel	\$ -	a	Contex + Ferguson Masonry	\$ 664,542
j	Ebsary	\$ -		Go-Tilt	\$ 667,542
			a	R&K	\$ 681,355
			a	Contex + Jackson Masonry	\$ 701,525
			j, a	CS Group	\$ -
			j	Crognale & Associates	\$ -
			j	Florida Lemark	\$ -
			j, a	LEZR Construction	\$ -
			j, a	Pioneer Construction	\$ -
			j	Ron Kendall Masonry	\$ -
			j	Oakes Masonry	\$ -
			j, a	W.J. Jones Masonry	\$ -
5100	Structural Steel/Ornamental Metals	Amount	6410	Carpentry and Cabinetry	Amount
	GFE LLC	\$ 249,644	a	G Foster	\$ 364,166
	Steel Fabricators	\$ 255,817	a, e	Alcounti	\$ 372,353
	Skyline	\$ 293,143	b	CWI + Cayman	\$ 482,745
	Bostic Steel	\$ 316,985	b, i	Five Star Millwork	\$ -
i	George's Welding	\$ -	i	SRS + CWI	\$ -
j	Coastal Welding	\$ -	i	Premier Cabinets	\$ -
7110	Insulation	Amount	7140	Roofing	Amount
	Professional Insulators	\$ 39,831	b	Atlas Roofing	\$ 62,250
	Thermal Seal Insulation Systems	\$ 47,988	a	AAA Building Restoration	\$ 73,000
a	State Line	\$ 52,587	a	Associates Roofing	\$ 100,717
	Tailored Foam	\$ 58,381		Roofing Concepts Unlimited	\$ 109,782
j	Alpha Insulation	\$ -		Latite	\$ 111,609
			i	Bonded Roofing	Not per Spec
			i	Smartinc Roofing	Not per Spec
8004	Doors/Frames/Hardware	Amount	8510	Glazing	Amount
a	Next Door	\$ 80,519		Glass Engineering (YKK)	\$ 90,845
	Lotspeich Co.	\$ 87,103		Alumiglass (Alumiwall)	\$ 94,275
	Mills and Nebraska	\$ 90,400	a	Perspective Glass (Smith Mountain)	\$ 94,800
	Atlas Doors	\$ 103,951		Miller Glass (Arch Aluminum)	\$ 97,400
	Exclusive Trim / Next Door	\$ 114,758	c	Custom Glass	\$ 104,650
				Alumiglass (YKK)	\$ 105,557
				Continental Glass (CGS)	\$ 107,773
				All American One Source (ES9500)	\$ 109,906
				Accurate Glass (Arch Aluminum)	\$ 123,300
				Harmon Glass (Kawneer)	\$ 131,098
			b	Crawford Tracey (Crawford)	\$ 145,340
9110	Drywall/Stucco/Acoustical Ceilings	Amount	9323	Flooring	Amount
a	J&S + Goldcoast Stucco + Superior ACT	\$ 90,119		Suncoast Tile + Dura Bond	\$ 133,919
a	J&S + Apeaste + Superior ACT	\$ 94,754		Suncoast Tile + Jackson + Dura Bond	\$ 155,995
a, b	J&S + Everlast + Superior ACT	\$ 102,719		Floor Pro + Dura Bond	\$ 154,832
a	Turnkey J&S + Superior ACT	\$ 103,719		Paul's Carpet + Dura Bond	\$ 173,220
	Turnkey J&S + Atlantic ACT	\$ 103,759	d	Marmor + Dura Bond	\$ 176,570
	Turnkey J&S + A Beautiful ACT	\$ 103,838	a	Acousti Engineering + Dura Bond	\$ 176,490
a, e	Alcounti + Goldcoast Stucco + Superior ACT	\$ 110,523	a, e	Alcounti	\$ 266,041
a	J&S Stucco and Trusses+ Moraca + Superior ACT	\$ 113,063	j	Custom Tile	\$ -
a, e	J&S + Aburi	\$ 114,919	j, b	McDermott Tile	\$ -
a	J&S + FMA	\$ 151,148	j, a	Paragon Professional Services	\$ -
a	Turnkey CBI + Superior ACT	\$ 133,470			
a	J&S + All flags + Superior ACT	\$ 133,730			
a	J&S Stucco and Trusses+ Titus drywall and	\$ 143,332			
i	One Stop Drywall	\$ -			
i	Spanish American Interiors	\$ -			
9610	Painting	Amount	10000	Specialties	Amount
a	Color Factory	\$ 20,630		Schedule 10 Specialists	\$ 20,106
a	Lenny's Paint	\$ 21,775		Multiline Building Specialties	\$ 21,783
	TWG	\$ 22,220		All Specialties Sales	\$ 22,093
a	Nigroup	\$ 23,208		Providian Construction	\$ 27,246
	A-1 Paint	\$ 25,325			
	Phoenix	\$ 32,776			
a	Pride Paint	\$ 37,380			
a	Blue Jean Painters	\$ 46,200			
a, e	Alcounti	\$ 70,400			
a, i	Correnti Painting	\$ 13,500			
14110	Elevators	Amount	15110	Plumbing	Amount
	Kone	\$ 60,378	a, b	Zager Plumbing	\$ 249,180
	Schindler	\$ 68,100	b	Pinnacle Plumbing	\$ 250,627
	ThyssenKrupp	\$ 83,411	b	Plumbing Mart	\$ 261,638
i	Otis (Not Spec)	\$ 53,500	b	J. Dodd Plumbing	\$ 289,275
			b	DAB	\$ 341,744
			j	Crognale & Associates	\$ -
15410	Fire Sprinkler	Amount	15610	HVAC	Amount
	Wiginton	\$ 38,500		Georgia Metal Corp	\$ 146,777
	Caribbean Fire	\$ 39,340	a	Frigid Air	\$ 149,992
	Brothers Fire Protection	\$ 45,300		Florida Mechanical	\$ 159,000
a	Francis Engineering	\$ 50,000		AA Advance Air	\$ 166,015
j	Advanced Systems	\$ -		Callis	\$ 170,910
j	American Eagle Fire Protection	\$ -		Hart Mechanical	\$ 183,804
j	Fred McGilvray	\$ -	j	Butcher & Baecker	\$ -
			j, b	HYVAC	\$ -
			j, a	SLG	\$ -
16110	Electric	Amount			
	MSP Electric	\$ 356,861			
a, b	Unlimited Electric	\$ 389,609			
	C. Davis Electric	\$ 375,791			
	Universal Electric	\$ 406,665			
j, a	Ampco Electric	\$ -			
j, a	Caner Electric	\$ -			
j, a	Francis Uriel Electric	\$ -			
j, a	Modern Electric	\$ -			
j, a	Pioneer Electric	\$ -			
j, a	WLM Electric	\$ -			

Notes
a CBE/DBE subcontractor
b Deerfield Beach Subcontractor
c MBE/WBE subcontractor
d CBE/DBE Miami Dade subcontractor
e Subcontractor will only do complete combination of scopes bid and will not do only one piece.
i Pricing is incomplete
j Sub confirmed that they would bid but did not submit a bid.



GMP-2
Deerfield Beach Fishing Pier- Re-design
Ocean Way & NE 2nd Street Deerfield Beach, FL. 33441
Permit Set - August 30, 2011
Plan List



General Drawings

Architect

Garcia Stromberg
 2365 Vista Parkway, Suite 15
 West Palm Beach, FL. 33411
 561-478-5855

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
CV-1	Garcia Stromberg	Cover Sheet	08/30/2011	-	09/02/2011

Architectural Drawings

Architect

Garcia Stromberg
 2365 Vista Parkway, Suite 15
 West Palm Beach, FL. 33411
 561-478-5855

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
A-0.01	Garcia Stromberg	Project Data, Drawing Index, Notes & Location Map	08/30/2011	09/12/2011	10/12/2011
A-0.04	Garcia Stromberg	Accessibility Standards & Guidelines	08/30/2011	-	09/02/2011
A-0.06	Garcia Stromberg	Partition Types	08/30/2011	-	09/02/2011
A-0.10	Garcia Stromberg	Demolition Plan and Temporary Construction Plan	08/30/2011	-	09/02/2011
LS-1.01	Garcia Stromberg	Life Safety Plans	08/30/2011	-	09/02/2011

Landscape- Tree - Irrigation Drawings

Landscape Architect

Caulfield & Wheeler, Inc.
 7301A W. Palmetto Park Road, Suite 100A
 Boca Raton, FL. 33433
 561-392-1991

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
LP-1	Caulfield & Wheeler	Landscape Plan	08/30/2011	-	09/02/2011
LP-2	Caulfield & Wheeler	Landscape Plan - Details and notes	08/30/2011	-	09/02/2011
TP-1	Caulfield & Wheeler	Tree Preservation Plan	08/30/2011	-	09/02/2011
IRR_1	Caulfield & Wheeler	Irrigation Plan	08/30/2011	10/03/2011	10/14/2011
DP-1	Caulfield & Wheeler	Dune Planting Plan	08/30/2011	-	09/02/2011

Civil Drawings

Civil Engineer

Caulfield & Wheeler, Inc.
7301A W. Palmetto Park Road, Suite 100A
Boca Raton, FL. 33433
561-392-1991

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
C1	Caulfield & Wheeler	Demolition Plan	08/30/2011	-	09/02/2011
C2A	Caulfield & Wheeler	Pollution Prevention Plan	08/30/2011	-	09/02/2011
C2	Caulfield & Wheeler	Civil Plan	08/30/2011	-	09/02/2011
C3	Caulfield & Wheeler	Pavement Marking & Signage Plan	08/30/2011	-	09/02/2011
C4	Caulfield & Wheeler	Paving, Grading, & Drainage Details	08/30/2011	-	09/02/2011
C5	Caulfield & Wheeler	Paving, Grading, & Drainage Details	08/30/2011	-	09/02/2011
C6	Caulfield & Wheeler	Water Details	08/30/2011	-	09/02/2011
C7	Caulfield & Wheeler	Water Details	08/30/2011	-	09/02/2011
C8	Caulfield & Wheeler	Sewer Details	08/30/2011	-	09/02/2011

Structural Drawings

Structural Engineer

Bliss & Nyitray, Inc.
2475 Mercer Avenue, Suite 201
West Palm Beach, FL. 33401
561-362-6002

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
S-1.01	Bliss & Nyitray, Inc.	Structural Notes	08/30/2011	-	09/02/2011
S-1.02	Bliss & Nyitray, Inc.	Structural Notes	08/30/2011	-	09/02/2011
S-1.03	Bliss & Nyitray, Inc.	Wind Pressure Diagrams	08/30/2011	-	09/02/2011
S-1.04	Bliss & Nyitray, Inc.	Wind Pressure Diagrams	08/30/2011	-	09/02/2011
S-2.10	Bliss & Nyitray, Inc.	Foundation and Ground Floor Framing Plans	08/30/2011	-	09/02/2011
S-2.11	Bliss & Nyitray, Inc.	Slab Reinforcing Plans- First Floor	08/30/2011	-	09/02/2011
S-2.20	Bliss & Nyitray, Inc.	Second Floor/Low Roof Framing Plan	08/30/2011	-	09/02/2011
S-2.30	Bliss & Nyitray, Inc.	High Roof Framing Plan	08/30/2011	-	09/02/2011
S-3.01	Bliss & Nyitray, Inc.	Schedules	08/30/2011	-	09/02/2011
S-4.01	Bliss & Nyitray, Inc.	Foundation Details	08/30/2011	-	09/02/2011
S-4.02	Bliss & Nyitray, Inc.	Foundation & Stair Details	08/30/2011	-	09/02/2011
S-4.03	Bliss & Nyitray, Inc.	Foundation & Stair Details	08/30/2011	-	09/02/2011
S-4.11	Bliss & Nyitray, Inc.	Typical Masonry Details	08/30/2011	-	09/02/2011
S-4.12	Bliss & Nyitray, Inc.	Masonry Details	08/30/2011	-	09/02/2011
S-4.21	Bliss & Nyitray, Inc.	Second Floor and Low Roof Details	08/30/2011	-	09/02/2011
S-4.22	Bliss & Nyitray, Inc.	Low Roof Sections	08/30/2011	-	09/02/2011
S-4.31	Bliss & Nyitray, Inc.	High Roof Details	08/30/2011	-	09/02/2011

Architectural Drawings

Architect

Garcia Stromberg
 2365 Vista Parkway, Suite 15
 West Palm Beach, FL. 33411
 561-478-5855

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
A-1.00	Garcia Stromberg	Site Plan	08/30/2011	-	09/02/2011
A-1.01	Garcia Stromberg	Ground and Second Floor Plans (Furnished)	08/30/2011	-	09/02/2011
A-1.02	Garcia Stromberg	Ground and Second Floor Dimension Plans	08/30/2011	-	09/02/2011
A-1.03	Garcia Stromberg	Ground and Second Floor Reflected Ceiling Plans	08/30/2011	-	09/02/2011
A-1.04	Garcia Stromberg	Ground & Second Floor Finish Plans	08/30/2011	-	09/02/2011
A-1.05	Garcia Stromberg	Roof Plan and General Roof Notes	08/30/2011	-	09/02/2011
A-1.06	Garcia Stromberg	Pavilion & Trellis Floor Plans, Elevation & Detail	08/30/2011	-	09/02/2011
A-2.01	Garcia Stromberg	Building Elevations	08/30/2011	-	09/02/2011
A-2.02	Garcia Stromberg	Building Elevations	08/30/2011	-	09/02/2011
A-3.01	Garcia Stromberg	Building Sections	08/30/2011	-	09/02/2011
A-3.02	Garcia Stromberg	Building Section s and Elevations	08/30/2011	-	09/02/2011
A-3.03	Garcia Stromberg	Building Sections	08/30/2011	-	09/02/2011
A-3.10	Garcia Stromberg	Wall Sections	08/30/2011	10/10/2011	10/12/2011
A-3.11	Garcia Stromberg	Wall Sections	08/30/2011	-	09/02/2011
A-3.12	Garcia Stromberg	Wall Building Sections	08/30/2011	-	09/02/2011
A-3.13	Garcia Stromberg	Wall Sections	08/30/2011	-	09/02/2011
A-3.14	Garcia Stromberg	Wall Sections	08/30/2011	-	09/02/2011
A-4.01	Garcia Stromberg	Interior Elevations & Enlarged Plans	08/30/2011	-	09/02/2011
A-4.02	Garcia Stromberg	Finish Schedule & Mounting Heights	08/30/2011	-	09/02/2011
A-5.01	Garcia Stromberg	Details	08/30/2011	-	09/02/2011
A-5.02	Garcia Stromberg	Details	08/30/2011	-	09/02/2011
A-6.01	Garcia Stromberg	Door Schedule & Details	08/30/2011	-	09/02/2011
A-6.02	Garcia Stromberg	Door and Window Jamb Detail - Transitions Details	08/30/2011	-	09/02/2011
A-6.03	Garcia Stromberg	Window Schedule & Details	08/30/2011	-	09/02/2011
A-7.01	Garcia Stromberg	Stair Enlarged Plans & Sections	08/30/2011	-	09/02/2011

Mechanical Drawings

MEP Engineer

KAMM Consulting
 1407 West Newport Center Drive
 Deerfield Beach, FL. 33442
 954-949-2200

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
M0.1	KAMM Consulting	Mechanical Notes	08/30/2011	-	09/02/2011
M2.1	KAMM Consulting	Mechanical Plans	08/30/2011	-	09/02/2011
M5.1	KAMM Consulting	Hood Drawings	08/30/2011	-	09/02/2011
M6.1	KAMM Consulting	Mechanical Schedules	08/30/2011	-	09/02/2011
M7.1	KAMM Consulting	Mechanical Details	08/30/2011	-	09/02/2011
M8.1	KAMM Consulting	Mechanical Controls	08/30/2011	-	09/02/2011

Electrical DrawingsMEP Engineer

KAMM Consulting
 1407 West Newport Center Drive
 Deerfield Beach, FL. 33442
 954-949-2200

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
E0.1	KAMM Consulting	Electrical Notes	08/30/2011	-	09/02/2011
E1.1A	KAMM Consulting	Site Photometric Plan	08/30/2011	-	09/02/2011
E1.1B	KAMM Consulting	Site Photometric Plan	08/30/2011	-	09/02/2011
E1.2	KAMM Consulting	Site Power Plan	08/30/2011	-	09/02/2011
E2.1	KAMM Consulting	Lighting Plan	08/30/2011	-	09/02/2011
E3.1	KAMM Consulting	Power Plan	08/30/2011	-	09/02/2011
E3.2	KAMM Consulting	Kitchen Power Plan	08/30/2011	-	09/02/2011
E5.1	KAMM Consulting	Electrical Notes	08/30/2011	-	09/02/2011
E6.1	KAMM Consulting	Panel Schedules	08/30/2011	-	09/02/2011
FA0.1	KAMM Consulting	Fire Alarm Notes	08/30/2011	10/11/2011	10/14/2011
FA2.1	KAMM Consulting	Fire Alarm Plans	08/30/2011	10/11/2011	10/14/2011

Fire Sprinkler DrawingsMEP Engineer

KAMM Consulting
 1407 West Newport Center Drive
 Deerfield Beach, FL. 33442
 954-949-2200

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
FS0.1	KAMM Consulting	Fire Sprinkler Notes	08/30/2011	-	09/02/2011
FS2.1	KAMM Consulting	Fire Sprinkler Plans	08/30/2011	-	09/02/2011

Plumbing DrawingsMEP Engineer

KAMM Consulting
 1407 West Newport Center Drive
 Deerfield Beach, FL. 33442
 954-949-2200

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
P0.1	KAMM Consulting	Plumbing Notes	08/30/2011	09/21/2011	10/14/2011
P0.2	KAMM Consulting	Plumbing Details	08/30/2011	-	09/02/2011
P1.2	KAMM Consulting	Site Plumbing Plan	08/30/2011	09/29/2011	10/14/2011
P2.1	KAMM Consulting	Sanitary Plans	08/30/2011	10/11/2011	10/14/2011
P2.2	KAMM Consulting	Kitchen Sanitary Plans	08/30/2011	-	09/02/2011
P3.1	KAMM Consulting	Domestic Water Plans	08/30/2011	-	09/02/2011
P3.2	KAMM Consulting	Kitchen Domestic Water Plan	08/30/2011	-	09/02/2011
P4.1	KAMM Consulting	Plumbing Roof Plan	08/30/2011	-	09/02/2011
P5.1	KAMM Consulting	Sanitary and Grease Waste Isometrics	08/30/2011	-	09/02/2011
P6.1	KAMM Consulting	Domestic Water Isometrics	08/30/2011	-	09/02/2011

Kitchen DrawingsConsultant

DEI Food Service & Design
 3908 North 29th Avenue
 Hollywood, FL. 33024
 954-920-9499

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
K1	DEI Food Service & Design	Kitchen Equipment Layout and Schedule	08/30/2011	-	09/02/2011
K2	DEI Food Service & Design	Electrical Rough-in Layout	08/30/2011	-	09/02/2011
K3	DEI Food Service & Design	Plumbing Rough-in Layout	08/30/2011	-	09/02/2011
K4	DEI Food Service & Design	Special Condition Layout	08/30/2011	-	09/02/2011
K5	DEI Food Service & Design	Kitchen Equipment Elevations	08/30/2011	-	09/02/2011
K6	DEI Food Service & Design	Hood and Fire Suppression System	08/30/2011	-	09/02/2011
K7	DEI Food Service & Design	Walk in Cooler	08/30/2011	-	09/02/2011
K8	DEI Food Service & Design	Somat Plumbing Diagram	08/30/2011	-	09/02/2011
K9	DEI Food Service & Design	Somat Equipment Layout	08/30/2011	-	09/02/2011
K10	DEI Food Service & Design	Somat Electrical Wiring Diagram	08/30/2011	-	09/02/2011

Volkert DrawingsEngineer

Volkert & Associates, Inc.
 3409 West Lemon Street
 Tampa, FL.33609

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
1	Volkert & Associates, Inc.	Index of Plans and General Notes	08/05/2011	-	09/02/2011
2	Volkert & Associates, Inc.	Location Plan	08/05/2011	-	09/02/2011
3	Volkert & Associates, Inc.	Demolition Plan	08/05/2011	-	09/02/2011
4	Volkert & Associates, Inc.	Plan & Elevation	08/05/2011	-	09/02/2011
5	Volkert & Associates, Inc.	Foundation Layout	08/05/2011	-	09/02/2011
6	Volkert & Associates, Inc.	Sheet Pile Cap Details	08/05/2011	-	09/02/2011
7	Volkert & Associates, Inc.	Bent Details	08/05/2011	-	09/02/2011
8	Volkert & Associates, Inc.	Framing Plan & Diaphragm Details	08/05/2011	-	09/02/2011
9	Volkert & Associates, Inc.	Superstructure Details	08/05/2011	-	09/02/2011
10	Volkert & Associates, Inc.	Beam Details	08/05/2011	-	09/02/2011
11	Volkert & Associates, Inc.	Handrail Details	08/05/2011	-	09/02/2011
12	Volkert & Associates, Inc.	Electrical Reconnect	08/05/2011	-	09/02/2011

Existing SurveyCivil Engineer

Caulfield & Wheeler, Inc.
 7301A W. Palmetto Park Road, Suite 100A
 Boca Raton, FL. 33433
 561-392-1991

DRAWING #	DRAWN BY	SHEET TITLE	PLAN DATE	REVISION DATE	RECEIVED DATE
1	Caulfield & Wheeler, Inc.	Boundary Survey and Mean High Water Line Survey	02/03/2010	11/16/2010	09/02/2011
2	Caulfield & Wheeler, Inc.	Boundary Survey and Mean High Water Line Survey	02/03/2010	11/16/2010	09/02/2011
3	Caulfield & Wheeler, Inc.	Boundary Survey and Mean High Water Line Survey	02/03/2010	11/16/2010	09/02/2011

Additional Documents

ISSUED BY	DESCRIPTION	PLAN DATE	REVISION DATE	RECEIVED DATE
Garcia Stromberg	Project Manual	09/07/2011		
Dunkelberger Engineering	Geotechnical Report	07/30/2010		
Garcia Stromberg	Addendum #1 - RFI's	09/21/2011		

Ancillary Pier Building Revisions

	ISSUED BY	DESCRIPTION	PLAN DATE	REVISION DATE	RECEIVED DATE
S-2.01	Bliss & Nyitray, Inc.	Ancillary Building Floor Plan and Sections	08/05/2011	9/29/2011	10/14/2011
APB.A-1.01	Garcia Stromberg	Floor Plan, Reflected Ceiling Plan, Roof Plan, Elevations, and Building Sections	08/05/2011	9/28/2011	10/14/2011
APB.A-6.01	Garcia Stromberg	Partitions, Doors, Windows & Equipment Schedules	08/05/2011	9/28/2011	10/14/2011
C1	Caulfield & Wheeler, Inc.	Civil Plan	8/16/2011	9/27/2011	10/14/2011
E0.1	KAMM Consulting	Electrical Notes	8/16/2011	9/26/2011	10/14/2011
E1.1	KAMM Consulting	Site Power Plan	8/16/2011	9/26/2011	10/14/2011
E3.1	KAMM Consulting	Power Plans	8/16/2011	9/26/2011	10/14/2011
P2.1	KAMM Consulting	Plumbing Plan	8/16/2011	9/26/2011	10/14/2011



Pier Building Redesign

Deerfield Beach Fishing Pier
GMP-2
Ocean Way & N.E. 2nd Street
Deerfield Beach, Florida
October 21, 2011



Clarifications, Exclusions, Allowances and Alternates

This presentation represents clarifications to the pricing of the Permit Set of plans for the Pier Building Redesign of the Deerfield Beach Fishing Pier and associated structures, located in Deerfield Beach, Florida. The purpose of this presentation is to further clarify what has been incorporated into the scope and pricing for this project.

I. CLARIFICATIONS:

A. GENERAL:

1. Project is based upon plans and specifications prepared by Garcia Stromberg, Volkert and Associates and all sub-consultants listed and dated on the Plan List.
2. Duration for Reconstruction of Pier Building and Pier Replacement is anticipated to be ten (10) months.
3. All portions of the work are assumed to run concurrent and continuous with building construction activities. Phasing has not been considered at this time.
4. Construction is based on the Florida Building Code as it applies only at time of presentation.
5. Breakouts are provided for accounting purposes only and are not to be assumed to be independent contracts to complete any portion of this project independent of another.
6. Subsurface study dated July 30, 2010 in lieu of Subsurface study dated September 30, 2010 per Shallow Foundation Note 1, Sheet S-1.01.

B. PIER REPLACEMENT:

1. Per Volkert drawings scope to include Auger piles, concrete bends, wood sub framing and IPE decking.
2. Ten (10) twenty-four inch diameter (24" dia.) piles to a tip elevation of -27.0 feet NAVD.
3. One mobilization is assumed for both pier replacement auger cast piles per Volkert drawings and for the ones piles depicted on the Garcia Stromberg drawings.
4. Rubble removal beneath the sand in the vicinity of the pier is included as an allowance. Rubble may exist per Volkert Sheet 5, Note #3. Extent (if any) is unknown at this time. See Allowances included in Proposal.
5. Reroute water and power.

C. SITE:

1. Demolition:
 - a) Demolition of existing buildings and associated site work per plans. Salvage of existing copper piping, wire and recyclables is assumed to be property of the demolition subcontractor.
2. Sitework:
 - a) Beach sand has been included at dune replacement per Sheet DP-1.
3. Site Utilities:
 - a) Fire Line
 - (1) Fire line and Fire Department Connection (FDC) location include per Sheet C2 in lieu of Sheet FS2.1
 - (2) Temporary dry fire line is included for fire truck connection to the existing pier to remain, not shown on plans.
4. Hardscape and Site Furnishings:
 - a) ADA ramps are included as truncated dome pavers in lieu of Armor-tile tactile system per answer to Permit Set Plan Review comments.
 - b) Tree Grates included as Neenah Foundry in lieu of Poly Grate as shown on Sheet LP-2.
 - c) Sealing of pavers are included with H&C concrete sealer.
 - d) Carpentry:
 - (1) Dune crossover and wood post and rope fencing are included per Sheet DP-1.
 - e) Bike Rack is included as a DuMor Model #125-40 in ground model.
 - f) Gravity wall on the west side of the parking area is included as an FDOT #520.
 - g) Thirty six inch (36") retaining wall noted on Sheet C-2 on the east side of the property south of the Structure C is included per Detail 3, Sheet S-4.01.
5. Landscaping and Irrigation:
 - a) Coconut palm tree relocation offsite per Sheet TP-1 has been included. Coconut palms on property to be relocated in City property and parks in the nearby vicinity east of the intercostal. Maintenance and irrigation to be by the City of Deerfield Beach.
 - b) Irrigation overflow at cistern is included per revised sheet IRR-1 dated October 3, 2011.
6. Auger Piles:
 - a) Eight (8) twenty-four inch diameter (24" dia.) piles to a tip elevation of -35.5 feet NAVD and twenty-seven (27) twenty-four inch diameter (24" dia.) piles to a tip elevation of -21.5 feet NAVD per email from Bliss & Nitray dated September 19, 2011.
7. Concrete:
 - a) Concrete collars are included around the perimeter of the tree grates per Sheet LP-2, not shown on civil plans.
 - b) Concrete paving included as eight inch (8") per Sheet C2.

8. Structure:
 - a) Columns exposed to the elements at trellis locations included as aluminum per Detail 7, Sheet A-1.06.
 - b) Wood members at the top of the trellis are included as IPE wood, not clear on drawings. Trellis located on the south side of the parking lot.
9. Plumbing:
 - a) Precast shower tower included as Shower Tower Inc. model noted on Sheet P0.1. Location of shower tower included per Sheet A-1.00 not shown on Sheet P1.2.
10. Site Lighting and Electric:
 - a) Installation only of thirteen (13) type "BL" stone light bollards has been included. Only twelve (12) shown on plans.
 - b) Furnish and installation of site light pole bases are included in lieu of furnished by the City of Deerfield per Sheet E1.1A.
 - c) An amount for Florida Power and Light (FPL) Contribution in Aid has been included per email from Dean Payne on October 17, 2011. Scope of work to include new transformer, new service to the meters and removal of the existing wood poles and ariel wires.

D. BUILDING:

1. Structure:
 - a) Concrete, Masonry and Hollow Core.
 - (1) Four inch (4") masonry toilet stall dividers are included per Sheet A-0.06; not shown on structural drawings.
 - (2) Coated rebar and rust inhibitor at concrete included at pier and buildings per specifications.
 - (3) Color at Observation Deck (209) A-1.04 is included as a sealed concrete in lieu of colored concrete.
2. Steel and Ornamental Metals:
 - a) Railing included as standard aluminum per Detail 6, Sheet A-5.02 in lieu of Specification Section 57300.
3. Casework and Carpentry:
 - a) Wood members at the top of the trellis are included as IPE wood, not clear on drawings. Trellis located on the west side ground level of structure A and on the second floor east side of structure A.
 - b) Plastic laminate open base with service countertop and bypass swing-top located in the center of the Bait Shop.
 - c) Plastic laminate cantilevered countertop located along the east wall of the Kitchen, as shown on K1 and detailed on Sheet A-3.14
 - d) Plastic laminate counter top shown at Ocean Rescue shown on Detail 1/A-3.14 is included.
 - e) Furnish and install two (2) plastic laminate cabinets at Ocean Rescue room as follows one foot deep by thirty inches high by thirty-six inches long each have been included, not shown on plans.

4. Waterproofing, Insulation and Roofing:
 - a) Thermal:
 - (1) Ceramic insulated coating included under slab locations denoted as Drawing Note 7.13. Not previously shown or specified.
 - (2) Icynene thermal insulation included at designed wall and underside of roof locations to provide prescribed R-values.
 - (3) DC-315 "Thermal Ignition Barrier" is included at underside of roof locations on the icynene as may be required.
5. Doors and Glazing:
 - a) Doors:
 - (1) FRP Doors are included as 7'-0" doors in lieu of 8'-0" in order to meet FBC.
 - (2) FRP doors included as Chem-Pruf doors in lieu of Special-Lite per email from Garcia Stromberg dated October 13, 2011.
 - (3) Doors number 104 and 109 are included as galvanized hollow metal doors in hollow metal frames with louvers in lieu of FRP per Door Schedule.
 - (4) Doors 101 and 103 to be 3'-0" wide in lieu of 3'-6" wide to meet product approval for FRP doors.
 - (5) Medco lock cylinder sets have been included as an allowance to the Proposal. Please see Allowances.
 - b) Glazing:
 - (1) Glazing system included as standard impact glazing in lieu of insulated laminated impact system per answers to Permit Set Plan Review.
 - (2) Glazing system included as an YKK system. Storefront system to meet missile impact requirements and grey tinted glass to meet turtle code.
 - (3) Include break metal flashing on structural steel abutting glazing system, not clear on drawings.
 - (4) Include break metal flashing on concrete column located at grid/column line F/9 to match adjacent storefront, not clear on drawings.
6. Finishes:
 - a) Ceilings:
 - (1) Ceilings included per Sheet A-1.03. USG Frost Climaplus not used.
 - b) Paint:
 - (1) Tongue and groove locations assumed to receive clear finish. Finish not specified.
7. Fire Extinguishers:
 - a) Total of six (6) Model MP6 6lb., wall hung fire extinguishers at locations shown on Sheet LS-1.01.

8. Specialties:
- a) Specialties:
- (1) FRP panel at kitchen is included as Marlite Pebbled Surface at areas designated W.04 on Sheet A-1.04.
 - (2) Following items to be furnished by the City of Deerfield Beach and installed by contractor: toilet paper holders, paper towel dispensers, soap dispensers, seat cover dispensers.
 - (3) Signage is included as follows
 - (a) Room signage.
 - (b) Plaque to be aluminum with faux bronze finish.
 - (c) Exterior sign letters shown on west elevation, Sheet A-2.02 are included as .063 aluminum, reverse channel letters.

9. Elevators:
- a) Machine-Room-Less traction elevator.
 - b) Capacity: 2,000 lb.
 - c) Travel Speed: 150 feet per minute.
 - d) Inside dimensions 5'-9" wide x 4'-3" deep.

10. Mechanical Systems:
- a) Plumbing:
- (1) Deck drain at Elevated Deck (207) included as ABT trench drain per Sheet P4.1 in lieu of Zurn Z158 per 8/A-5.02.
 - (2) Reclaimed water system is included by Stark Environmental.
 - (3) Modifications to plumbing have been included per revisions to sheets P0.1 dated September 21, 2011, sheet P1.2 dated September 29, 2011 and sheet P2.1 dated October 11, 2011. 9/29/11 date stamped 10-03-11

11. Electric:
- a) Fire alarm is included per Sheets FA0.1 and FA2.1 dated October 11, 2011.

E. Revisions to GMP-1

1. Revisions to GMP-1 per revised drawings have been incorporated and included the following:
 - a) Reconfigured water main connection per Sheet C1 dated September 27, 2011.
 - b) Backing of the lattice skirt around the bottom of the ancillary pier building per Sheet APB.A-6.01 dated September 30, 2011.
 - c) Edge stiffeners added at the roof and GAF versa shield fire resistant roof material per Detail 3, Sheet APB.A-6.01 dated September 28, 2011.
 - d) Spray on waterproofing at the underside of the floor per Detail 4, Sheet APB.A-6.01 dated September 28, 2011.
 - e) Reconfigure sanitary line to holding tank per Sheet P2.1 dated September 30, 2011.

II. ALLOWANCES INCLUDED IN PROPOSAL:

All allowances include material, freight, installation and tax, unless noted otherwise. Allowances do not include contractor’s General Conditions, Overhead, Profit, Insurances or Bond (if required). Owner to receive credit for actual costs incurred versus allowance, or pay the additional costs versus the allowance, plus contractor’s General Conditions, Overhead, Profit, Insurances and Bond (if required).

1.	Construction Material Testing and Special Inspection	\$20,000
2.	Rubble Removal at Pier 200 tons at \$50 per ton	\$10,000
3.	Medico lock sets	\$4,331
4.	Pigeon Control Devices	\$5,000
5.	Signage	\$22,250
6.	FPL Contribution in Aid	\$25,000

III. The following items are assumed to be provided and/or installed by the City of Deerfield if requested or required:

1. All governmental fees, including but not limited to main building or site permits, impact fees, sewer and/or water tap fees, utility connection charges, or expediting of same, etc.
2. Provisions for escalation.
3. Costs for comments and changes associated with authorities having jurisdictional review of plans (i.e. building department permitting, engineering, etc.), or design costs for same.
4. Water meters, meter fees, meter boxes (to be provided by municipality) or meter deposits.
5. LEED soft costs (i.e. certification, commissioning, etc.)
6. Builder's Risk Insurance premiums or payment of deductibles in the event of a loss.
7. Accelerated schedule.
8. Additional water meter flow test(s) if required.
9. Power consumption costs from receipt of Temp for Test.
10. Unforeseen conditions (i.e. hazardous waste removal/abatement/testing/monitoring, existing slabs and foundations from previous structures, deep foundation removal (i.e. pilings, pile caps), removal of buried debris, etc.) unless mentioned herein.
11. Additional striping, pavement markings, traffic signal loops, signage and roadway pavement markers (RPM's) as may be requested by authority having jurisdiction and/or not specifically shown on the plans.
12. Site benches assumed to be provided
13. Replacement of chain link fence on the north side per Sheet C1.
14. New sheet piling and/or modification(s) to existing sheet piling. Condition is unknown at this time.
15. Removal, disposal, sale and/or recycling of existing kitchen equipment. Assumed to be by Owner prior to commencing demolition.
16. Furniture, fixtures and equipment (FF&E) (i.e. modular furniture, dining furniture, tack/white/dry erase/information boards, file cabinets, shelving, mailbox systems, computers/fax/copiers/printers, artwork, televisions, vending machines, pay phones, etc.).

IV. The following items are not assumed to be required or/and applicable for this project. If the City of Deerfield Beach requests them to be included additional costs can be provided:

1. Specification Sections 01028, 00800 and 01026 as they appear to be in conflict with the GMP contract.
2. Imprinted Asphalt Specification Section 321223. Not shown on the plans.
3. Lightning Protection.

V. ALTERNATES AND VALUE ENGINEERING TO PROPOSAL:

Alternates are intended to help the Owner meet project goals. All amounts shown for these additional alternates are approximate and shall be treated as an allowance until such time as they are incorporated into the drawings, reissued, and costs reconciled. All suggestions are to be evaluated and approved by the design professionals from a design, structural and quality standpoint prior to incorporation into project. Alternates include labor, materials, equipment, Contractor's overhead, profit, insurances and any applicable general conditions, subcontractor's bonds and known credits for savings (including for Contractor mark-ups). The values reflected below indicate the net savings or net increase for all trades from the baseline identified in the drawings to the specified scope described. Alternates do not include costs involved with review and/or incorporation by the design professionals and/or costs associated with modifying plans and permitting.

- A. Seal coat brick pavers with Micro-guard ad-703 in lieu of H&C sealer ADD: \$4,697

Deerfield Beach CRA required clarifications as of October 21, 2011 GMP submittal

A. GENERAL:

3. Omit last sentence.
4. Omit the word "only". Add after presentation ", Florida Department of Environmental Protection and Florida Fish and Wildlife Permits.
5. Add the word "costs" after Breakouts.
6. Refer to one and not both Sub-surface studies.*

B. PIER REPLACEMENT

1. Existing wood railing replacement is part of the Work.
3. Omit the word "ones"
4. Omit "is included as an allowance."
5. Add intercom and security camera.

C. SITE

3. Omit "in lieu of Sheet FS2.1"*
- 4.a Omit "in lieu of Armor-tile tacktile system per answer to Permit Set Plan Review comments."
- 4.d Indicate the total lineal feet of Post & Rope fencing included.*
- 7.a Omit "not shown on civil plans."*
- 8b Omit "not clear on drawings."*
- 9a Omit "not shown on Sheet P1.2."*
- 10a Omit "only" and add after bollards "provided by the CRA" Omit "Only twelve (12(shown on plans."*
- 10b Omit "in lieu of furnishing by City of Deerfield per Sheet E1.1A."
- 10c Omit "included per email from Dean Payne" and replace with "written confirmation received"

D. BUILDING

- 1a1 Omit "not shown on structural drawings".
 - 1a2 Revise "at" to "in structural" concrete...
 - 1a3 Omit "in lieu of colored concrete."
 - 2a
 - 3a Omit "not clear on drawings."
 - 3e Add after laminate cabinets ", doors, adjustable shelves and hardware", omit "not shown on plans."
 - 4a1 Omit "Not previously shown or specified."
 - 4a3 Omit "may be"
 - 5a1 Omit "in order to meet" and replace with "per"
 - 5a2 Omit "in lieu of Special-Lite per email from Garcia Stromberg dated Oct 13, 2011."
 - 5a5 Omit "Please see Allowances."
 - 5b1 Omit "in lieu of insulated...Plan Review."
 - 5b2 Omit "to meet turtle code" and insert tinted "Fish and Wildlife compliant" glass.
 - 5b3 Omit "not clear on drawings."*
 - 5b4 Omit "not clear on drawings."*
 - 6a1 Omit "USG Frost Climaplus not used."*
 - 6b1 Add-in the type of clear finish and omit "Finish not specified."*
 - 83b Stipulate size of plaque and add LEED (certification) plaque.
 - 10a1 Omit "in lieu of Zurn Z158 per 8/A-5.02."
- E. Replace "Revisions to GMP-1" with "Responses to Ancillary Pier Building Permit Requirements:"
- E1 Omit "Revisions to GMP-1 per revised drawings" and replace with "Permit Review requirements"
- E1d Add "d" at the end of "Reconfigure"

With regard to II ALLOWANCES INCLUDED IN PROPOSAL:

2. Add "Weight verified" Rubble Removal...

With regard to Section III:

4. Water meter deposit and water usage to be included in GMP.
11. Replacement of disturbed roadway markings to be included in GMP.
14. Add " include temporary sheet piling required for building construction if necessary"
15. Omit this item as the contents have or will have been removed in advance of the demolition phase.
16. Add to the beginning of this item "CRA to provide"

With regard to Section IV:

1. Exclude this item entirely as any revision in the term of the agreement will have been resolved by this date.
2. Omit "Not shown on plans.

With regard to Section V:

- A. Include this item in the GMP and omit Section "V".

With regard to Schedule of Values:

Revise Item/Description for phase 2001 to instead read "Cost for Permit Application No. ____?____
Review.

With regard to the Plan List:

Include in GMP all drawings and associated cost issued after August-30-2011 for both Ancillary Pier Building and Pier Buildings Replacement & Partial Pier Repairs:

P1.2 stamp-received Oct-03-2011 / Delta 2
IRR-1 stamp-received Oct-03-2011 / Delta 2
P2.1 last dated 10-11-11 / Delta 1 & 3
P0.1 stamp dated Oct-12-2011 / Dalta 1
FA2.1 stamp date Oct-12-2011 / Delta 3
FA0.1 stamp dated Oct-12-2011 / Delta 3
A-3.10 stamp dated Oct-12-2011 / Delta 3
C4A stamp dated Oct-17-2011 (DERM Submittal) as to Concrete Joint Pattern Plan.

Each requirement stipulated herein by this Notice becomes an integral part of the GMP.

REQUESTED ACTION:

Discussion regarding Real Estate Acquisition

SUMMARY EXPLANATION/BACKGROUND:

The CRA was approached by the owner of 2025 SE 1st Street (Elizabeth House Inn) proposing its sale by the owner/purchase by the CRA. This property was not one of the five priority sites added to the adopted Redevelopment Plan for potential acquisition by the CRA when it was amended earlier this year. It was not analyzed in depth by the CRA in 2010 since it was not underperforming, not on a main thoroughfare, nor listed for sale. However, as a result of the new information that there is a willing seller, staff re-evaluated the site as a possible CRA acquisition.

The site is adjacent to the City-owned parking lot behind Fire Station 75/Ocean Rescue. To the west of the site is the Comfort Inn Hotel. Existing on the property is a small (2,700 Square feet) motel with 4 units and six parking spaces. The property valuation, according to Broward County, is \$218,170. The current owner purchased the property in 1994 for \$231,000. The property could provide an option for mitigating the loss of parking at the Comfort Inn if and when the intersection of A1A and Hillsboro Boulevard is widened. Similarly, the property could provide for expansion of the City's parking lot behind the Fire Station. In either scenario, the ability of the CRA to acquire and then convey the property would need to be further analyzed.

Staff seeks direction from the CRA Board as to whether an amendment of the real estate acquisition portion of the CRA Plan should be initiated, and, if so, whether the amendment should be property specific or more broadly presented.

ATTACHMENTS:

1. **Aerial photograph showing the location of the Elizabeth House**
2. **CRA Plan Excerpt Regarding Real Estate Plan Acquisition**

J. Land and Building Acquisition

Several parcels are targeted for acquisition. For example, to complete linkages between the Cove and Hillsboro Square shopping centers, land acquisition may be considered. Land acquisition along SR A1A and Hillsboro Boulevard may also be necessary to properly implement planned streetscape projects along those roadways.

Design plans for proposed CRA Area projects are being developed at this time. The CRA has documented specific building and/or land acquisition needs (See 2011 Real Estate Acquisition Strategy Plan adopted herein by reference). Attempts to acquire the following necessary lands and/or buildings through public/private development partnerships or private market purchases will commence in 2011:

Site	Purpose/Project
Former Riverview Restaurant Site	Expand and Redevelop Sullivan Park
Chamber of Commerce	Expand and Redevelop Sullivan Park
NE Corner of A1A and Hillsboro	Temporary Parking, Beautify, Assemble
Former Pal's Site	Parking garage
Former motel site at NE 1 st St. at NE 21 Ave.	Temporary Parking, Beautify, Assemble

If all market acquisition efforts fail, then eminent domain may be used consistent with applicable State laws and regulations.

K. Conformance with Deerfield Beach Comprehensive Plan and Broward County Land Use Plan

Broward County Land Use Plan

The proposed Beach/Cove Community Redevelopment Plan is also consistent with the Broward County Land Use Plan (LUP) and Plan map. The land use pattern discussed above with reference to the City's Future Land Use Map is essentially identical to that shown for the CRA area on the County's LUP map. Thus, the proposed redevelopment land use guidelines for the Beach/Cove Area are consistent with County land use designations. The suggested addition of mixed-use flexibility in some areas of the CRA will be addressed by a future detailed study and, to the extent possible, accomplished within the current County flexibility zone and reserve unit system, if found to be feasible.

The Beach/Cove Community Redevelopment Plan also furthers several important goals, objectives and policies in the Broward County Land Use Plan as follows: