

Meeting Date: June 10, 2014

Agenda Item

13

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION MANAGER-AT-RISK WITH A GMP CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND OHL BUILDING, INC. FOR THE LIBRARY, CULTURAL CENTER AND CIVIC CAMPUS PROJECT IN THE AMOUNT OF \$17,099,743.00.

Summary of Purpose and Why:

This ordinance approves a contract with OHL Building, Inc. that establishes a Guaranteed Maximum Price (GMP) in the amount of **\$17,099,743.00** to construct the library/cultural center and civic campus. On July 1, 2013, the City advertised RLI H-43-13 for CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE POMPANO BEACH PUBLIC LIBRARY, CULTURAL CENTER, AND CIVIC CAMPUS to furnish all labor, equipment, tools, and materials for the construction of a new two-story 46,000 square foot Library and Cultural Center on a site located at Atlantic Boulevard and S.W. 1st Avenue. The first phase of this RLI, now complete, was to provide Preconstruction Services consisting of Design Review, Estimate, Value Engineering, Constructability Analysis at 50% Construction Documents, and 100% Construction Documents. The final phase is to establish a GMP and perform actual construction of the facility.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action:	Staff
(2) Primary staff contact:	Robert McCaughan / Tammy Good Ext 4507 / 5512
(3) Expiration of contract, if applicable:	n/a
(4) Fiscal impact and source of funding:	GMP \$17,099,743
	Funding will be available in Civic Campus/Public Library, CIP 11-139, Acct No. 302-7417-539.65-12 with Budget Adjustment.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	<u>5/24/14</u>	APPROVE	<u>Robert McCaughan</u>
City Attorney	<u>6/3/14</u>	APPROVE	MEMO #2014-1067 <u>Tammy Good</u>
Finance	<u>6/3/14</u>	APPROVE	<u>A. J. Jarama</u>
Budget	<u>6-2-14</u>	APPROVE	<u>R. J. Jarama</u>
Purchasing	<u>5/30/14</u>	APPROVE	<u>R. J. Jarama</u>

 Advisory Board
 Development Services Director
 X City Manager *[Signature]*

[Signature] Pompano Beach

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
<u> </u>	<u> </u>	<u> </u>	<u> </u>
2nd Reading			
<u> </u>	<u> </u>	<u> </u>	<u> </u>

June 5, 2014

TO: Mayor and City Commission

FROM: Dennis W. Beach, City Manager



SUBJECT: Agenda Item 13 – June 10, 2014

Agenda item 13 on Tuesday night's meeting is the contract for the Library/Cultural Center construction. The contract amount is \$17,099,743 which represents the construction portion of the \$18,452,067 project. The source of funds for this project include:

Broward County	\$7,233,264
City Capital Improvement Plan	4,285,000
Community Redevelopment Agency	1,800,000
*State Cultural Grant (Approved)	500,000
**County Grant (Pending)	500,000
Tax Credit Sale (Pending)	450,000
General Fund – Fund Balance	<u>3,691,689</u>

Total: \$18,459,953

The amount required from the GF fund balance will be from \$3,691,689 to \$4,191,689 depending on the county grant approval that is currently pending. We anticipate approval this fiscal year. The undesignated GF balance is currently \$12,131,554. This allocation to the Library/Cultural building will reduce that undesignated balance to approximately \$8 million. As a matter of information, the GF fund balances include:

Disaster Recovery	\$18,901,022
Operating Contingency Reserve	18,784,937
Undesignated	12,131,554

The sale of the Tax Credit received for the library site cleanup has been valued at \$450,000 to \$500,000 and that sale will be complete this fiscal year.

*State of Florida Cultural Affairs

** Broward County Tourist Development Tax Capital Challenge Grant Program



City Attorney's Communication #2014-1067
May 27, 2014

TO: Tammy Good, PMP, Civil Engineer II
FROM: Gordon B. Linn, City Attorney
RE: Ordinance – Construction Manager-at-Risk with a GMP Contract

As requested in your memorandum dated May 27, 2014, Engineering Department Memorandum No. 14-109, I have prepared and attached the following form of Ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION MANAGER-AT-RISK WITH A GMP CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND OHL BUILDING, INC. FOR THE LIBRARY, CULTURAL CENTER AND CIVIC CAMPUS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.


GORDON B. LINN

/jrm
l:cor/engr/2014-1067

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION MANAGER-AT-RISK WITH A GMP CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND OHL BUILDING, INC. FOR THE LIBRARY, CULTURAL CENTER AND CIVIC CAMPUS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Construction Manager-at-Risk with a GMP Contract between the City of Pompano Beach and OHL Building, Inc., for the Library, Cultural Center and Civic Campus, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2014.

PASSED SECOND READING this _____ day of _____, 2014.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
5/27/14
L:ord/2014-285

CONSTRUCTION MANAGER-AT-RISK with a GMP CONTRACT

THIS Contract made and entered into this 27th day of May, 2014 between THE CITY OF POMPANO BEACH, ("Owner"), and OHL Building, Inc, a Florida Corporation, 7051 SW 12th Street, Miami, FL 33144 ("Construction Manager").

WITNESSETH:

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

CONSTRUCTION MANAGEMENT @ RISK WITH A GMP SERVICES FOR THE LIBRARY AND CULTURAL CENTER PROJECT POMPANO BEACH, FLORIDA ("Project")

In accordance with the Request for Letters of Interest RLI H-43-13 therefore, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, incidentals and services necessary to fully complete all Work, as defined in Article 1.4.8 below, in accordance with all requirements of the Contract Documents, and in accordance with all applicable codes and governing regulations. The Contract Documents ("Contract Documents") consist of this Contract, the Contract Plans, the General Conditions hereto attached as Exhibit "A" and made a part hereof, and the following Exhibits hereto attached and made a part hereof:

- A. General Conditions
- B. Project Description, including Scope of Work, and Project Schedule.
- C. Project Construction Budget/Schedule of Values (GMP)
- D. Certificate of Insurance- Worker's Compensation and Liability Coverage
- E. Request for Letters if Interest RLI H-43-13

ARTICLE 1

The Construction Team and Extent of Contract

1.1 The Construction Manager accepts the fiduciary relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Construction Manager's best skill and judgment in furthering the interests of the Owner, and to cooperate with the Owner and Design Consultant in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to use Construction Manager's best efforts to perform and complete the Project in an expeditious and economical manner consistent with the interests of the Owner.

1.1.1 Construction Manager understands and agrees that a material inducement for the Owner entering into this Contract, following a competitive award process authorized under Florida law, was Construction Manager's representations about its expertise in the scheduling, sequencing and construction of streetscape and related infrastructure projects, as well as its superior familiarity with the unique local conditions and geography of the City of Pompano Beach, and the project limits. Construction Manager understands that time is of the essence in connection with the performance of the Work set forth in this Contract, and that even a minor breach of its terms may have a substantial, adverse impact upon the Owner, adjacent merchants, and the seasonal nature of the City of Pompano Beach's economy, including the lifestyles of its residents and visitors. Accordingly, Construction Manager hereby affirms that the foregoing is true and correct, and that all anticipated costs to achieve the schedule and design have been included in the Guaranteed Maximum Price ("GMP") for the Project.

1.2 The Construction Team. The Construction Manager, the Owner, and the Design Consultant (the "Construction Team") will cooperate together through the completion of construction. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Design Consultant will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager, it being understood that Construction Manager at all times is an independent contractor

1.3 Extent of Contract. This Contract is complementary to the Drawings, Specifications and the General Conditions of the Contract, and together represent the entire integrated agreement between the Owner and the Construction Manager, superseding all prior negotiations, representations or agreements, either written or oral. Where this Contract is expressly in conflict with the General Conditions of the Contract, this Contract will prevail. Where this Contract is silent, the General Conditions of the Contract, and the requirements of the Drawings and Specifications will prevail, in that order. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

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

1.4.1 "Owner" means City of Pompano Beach and the terms may be used interchangeably;

1.4.2 "Project" means the construction of the library and cultural center, and civic campus, as specified in Request for Letters of Interest RLI H-43-13 and as specifically described in Exhibits B and C, hereto.

1.4.3 "Design Consultant" shall mean Silva Architect, LLC.

1.4.4 "Contractor" means Construction Manager, and the terms may be used interchangeably;

1.4.5 "Subcontractor" means Trade Contractor, and the terms may be used interchangeably;

1.4.6 "Contract Sum" means Guaranteed Maximum Price ("GMP"), and the terms may be used interchangeably;

1.4.7 "Construction Team" means Owner, Design Consultant and Construction Manager; and

1.4.8 "Work" means the totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, services, fees, expertise and incidentals provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations.

ARTICLE 2

Construction Manager's Basic Services

2.0 The Construction Manager's Basic Services under this Contract include limited (and separately contracted) Preconstruction Phase services, as addressed below, and Construction Phase services.

2.1 Construction Phase. Unless otherwise authorized by the Owner, in writing, all Work shall be performed under Trade Contracts with the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor Work, or perform such Work with its own forces, without prior written notification and consent of the Owner. THE CONSTRUCTION MANAGER SHALL, WITHOUT LIMITATION:

2.2.1 Administer the Construction Phase as provided herein and in the General Conditions of the Contract.

2.2.2 Commence the Work within ten (10) days after receipt of a written Notice to Proceed from the Owner.

2.2.3 With respect to work to be subcontracted by Construction Manager: a) Develop procedures that are reasonably acceptable to the Owner for the prequalification of Trade Contractors; b) Develop Trade Contractor interest in the Project, and conduct pre-bid conferences with interested bidders to review the documents; c) Take competitive bids on the Work of the various Trade Contractors or, if specifically authorized by the Owner, in writing, negotiate for the performance of that Work; d) Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work; e) Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Design Consultant bid tabulation analysis and such other

support data as necessary to properly compare the various bids and their responsiveness to the desired scope of Work; f) Review the Scope of Work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items; g) Maintain records of all pre-award interviews with apparent low bidders; h) Promptly award and execute Trade Contracts with approved Trade Contractors; i) Provide copies of fully executed Trade Contracts, insurance certificates, and, if required, bonds, to the Owner.

2.2.4 With respect to the scheduling, sequencing, and coordination of the Work: a) Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Design Consultant and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time, and quality as set forth in the Contract Documents; b) Develop and maintain a program, acceptable to the Owner and Design Consultant, to assure quality control of the Work; c) Supervise the Work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications; d) Provide instructions to each Trade Contractor when its Work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work; e) Should disagreement occur between the Construction Manager and the Design Consultant over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability, and the Owner's decision thereon shall be final and binding.

2.2.5 Maintain exclusively for this Project a competent full time staff at the Project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractors. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without entitlement to additional compensation or additional time for the replacement.

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

2.2.6 Establish and maintain a) procedures for coordination among the Owner, Design Consultant, Trade Contractors and Construction Manager with respect to all aspects of the Work; b) Implement such procedures, incorporate them into a Project resource manual, and distribute manuals to the Construction Team.

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

2.2.6.2 In collaboration with the Design Consultant, establish and implement

procedures for tracking and expediting the processing of shop drawings, samples, Requests for Information ("RFI"), and other submittals as required by the General Conditions of the Contract.

2.2.7 Schedule and conduct weekly or more frequent progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. These meetings shall be scheduled on an as need basis. Construction Manager shall provide prior notice to Owner and Design Consultant of all such meetings, and prepare and distribute minutes. Additionally, Construction Manager shall schedule and attend Team meetings with the Design Consultant and Owner.

2.2.8 Review the Project schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Construction Manager shall regularly monitor and update the Project Schedule and various sub-networks as construction progresses, identify potential variances between scheduled and probable completion dates, review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Construction Manager shall provide summary reports of each monitoring and document all changes in schedule, and prepare regular schedule updates and reporting which shall be included as part of the monthly Project report outlined in Subparagraph 2.2.16 herein.

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

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

2.2.11 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Design Consultant whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly Project report outlined in Subparagraph 2.2.16 herein.

2.2.12 Maintain a system of accounting satisfactory to Owner and consistent with generally accepted construction accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner, or the Owner's auditors shall have access to all such accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other things relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment of the Work.

2.2.13 Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Design Consultant's responsibilities for, among other things, design, recommend necessary or desirable changes to the Owner and the Design Consultant,

review requests for changes and submit recommendations to the Owner and Design Consultant.

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

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

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

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

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

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

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

2.2.17 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, lead-based paint, and any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous material, described by federal guidelines brought by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents, or which was not discovered or should have been discovered during performance of the Pre-Con Agreement, shall be considered a concealed condition and may become the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred in connection therewith. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition, as more particularly set forth in the General Conditions.

ARTICLE 3

Additional Services

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services that are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by Change Order to be negotiated by the Owner and the Construction Manager at the time of the additional service request, as set forth in the General Conditions.

ARTICLE 4

Owner's Responsibilities

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

ARTICLE 5

Schedule

5.1 Construction Phase. The performance of the Work under the Construction Phase of this Contract shall be substantially completed by the Construction Manager within 58 weeks of issuance of the Notice to Proceed, time being of the essence in this Contract, as more particularly set forth in Exhibit "B" Project Schedule hereto attached and made a part hereof, and receipt of building permits, as may be later adjusted by Change Order(s), if any, and subject to adjustment for delays as otherwise provided for in this Contract.

5.2 The Construction Manager agrees to complete the Work in accordance with the agreed upon substantial completion date set forth in The Notice to Proceed. The Construction Manager acknowledges that time is of the essence throughout this Contract, and that failure to complete the Project within the time set forth in the approved schedule will result in substantial damages to the Owner that are impossible to precisely ascertain. Upon failure of the Construction Manager to substantially complete the Project within the specified period of time, plus approved time extensions, Construction Manager shall pay to the Owner, as liquidated damages and not as a penalty, the sum of \$1,000 for each calendar day in excess of the established substantial contract completion date, plus approved time extensions. After achieving substantial completion, as more particularly addressed in GC 71 and its several subparts, should Construction Manager fail to complete the remaining Work within the time specified for final completion in Exhibit "B," plus approved time extensions, if any, and after providing Construction Manager with seven (7) days advance written notice, Owner shall

have the right to complete the work through other means, and the costs therefore shall be set-off against retainage remaining in the contract balances, which, if insufficient, the balance shall be paid to Owner by Construction Manager..

5.3 The Owner may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the agreed construction schedule. If expediting the Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of, and subject to the GMP. If the expediting of the Work is required due to reasons outside the control or responsibility of the Construction Manager, then in such event, the additional costs incurred shall be the subject of an appropriate adjustment by Change Order, as elsewhere provided for in the General Conditions.

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

ARTICLE 6

Guaranteed Maximum Price

6.1 The "Guaranteed Maximum Price" (GMP) includes Cost of the Work required by the Contract Documents as defined in Article 8 herein, and the Construction Manager's Fixed Fee based on percentage as defined in Article 7 below. The sum of the Cost of the Work and the Construction Manager's Fixed Fee based on percentage is guaranteed by the Construction Manager not to exceed the amount of \$ 17,099,743.00, (Seventeen million, ninety-nine thousand, seven hundred forty three dollars and no cents), subject to additions and deductions by Change Order as provided for in the Contract Documents. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

6.2 The GMP includes those taxes in the cost of the Work that are legally enacted at the time that this Contract is fully executed by the parties hereto.

6.3 Cost Savings. Upon final completion of the project the City and the Construction Manager(s) shall share 50% / 50% in cost savings. Cost savings shall be defined as the difference between the GMP (including authorized amendments) and the final invoice amount. The Construction Manager(s)'s 50% share in the cost savings shall be capped at a maximum of 3% of the total GMP (including authorized amendments). Liquidated damages, if any, are not a part of, this calculation.

6.4 The GMP includes the sum of \$ 412,036.00, (Four hundred Twelve Thousand Thirty Six dollars and no cents.), as the "Construction Contingency" which may be utilized for the purpose of defraying the expenses due to unforeseen circumstances relating to construction such as, but not necessarily limited to, anticipated costs that exceed a particular line item within the GMP that were not included in a Trade Contractor's scope of work, increases in Subcontractor costs due to insolvency, correction of defective work (provided that such defective Work was not caused by the

negligence or failure to fulfill a specific responsibility of the Construction Manager, and only to the extent that the costs therefore is not recoverable by Construction Manager from insurance, sureties, Subcontractors or suppliers), , overtime ordered by the Owner to improve the schedule but not to make up for lost time due to Construction Manager's delays, field issues/conditions which were not anticipated and which result in costs to the Work, and any other cost agreed to mutually by the parties, in writing. The Contractor shall furnish documentation evidencing expenditures charged to this Contingency prior to the release of funds by the Owner. The necessary documentation, and the sufficiency thereof, required for invading the Construction Contingency fund shall be reasonably determined by the Owner. The Design Consultant shall verify the actual costs.

6.4.1 The Construction Contingency may also be invaded by the Owner, at its unilateral discretion, to fund Owner-directed changes in the scope of the Work ("Contingency Fund Change Orders") that, in the aggregate, do not exceed said Construction Contingency amount, and which are within the general footprint and margins of the Project, and can be performed concurrently with other Work components so as to be completed within the Substantial Completion Date, as may be extended by Change Order, as elsewhere addressed herein. Contingency Fund Change Orders, if any, are based on direct, verifiable cost only, and not subject to any overhead, profit, general conditions or other adjustments, and shall not increase the GMP. In the event of Construction Contingency fund requests by Construction Manager and approved by Owner, and Owner-directed Contingency Fund Change Orders, payments from the Construction Contingency shall be made on the basis of first in first out. If the Construction Contingency is fully consumed, any Owner-directed Changes in the Work will thereafter be governed by the provisions addressing Changes found elsewhere in these Contract Documents. To avoid any adversarial contest for Construction Contingency funds, both Owner and Construction Manager hereby reaffirm their mutual commitment to exercise good faith and fair dealing should it occur that a bona fide Construction Manager funding request may be left unfunded or underfunded due to any Owner-directed Contingency Fund Change Orders that would exhaust the then existing Construction Contingency balance when directed by Owner. In such event, the remaining Construction Contingency balance shall be divided equally between the parties to apply to their respective Construction Contingency claims.

6.5 Without limiting the reasons for Owner denying a request by the Construction Manager for funding from the Construction Contingency, and by way of illustration only, the Construction Contingency shall not be used for a) design errors or omissions which a prudent Construction Manager should reasonably have detected during its Pre-Con performance; b) Construction Manager/Trade Contractor mistakes in the fabrication, installation, or erection of the Work; b) liquidated damages; c) any non-reimbursable Costs of the Work, as set forth in Article 8.3, and its subparts, below; and d) any costs and expenses in the event that this Contract is terminated for cause, as elsewhere provided for herein.

6.6 The GMP shall be reduced by the amount of the Construction Contingency, if any, remaining at the time of Final Completion of the Project. Under no circumstances shall Construction Manager's Fixed Fee based on percentage be increased by the distribution of the Construction Contingency in accordance with this Article 6.

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

6.8 By execution of this Contract, the Construction Manager hereby warrants and represents that its actual costs for its supervision and other assigned Project management and home office personnel, as well as their related payroll expenses, taxes insurances, and benefits paid by Construction Manager, as well its insurance, bond if required, and all other itemized expenses, all as set forth in the Lump Sum amount addressed in Article 8.1.2 below. Additionally, Construction Manager further warrants and represents that all other costs of the Work, including, without limitation, subcontractor reimbursables, are accurate, complete, current, and industry-competitive at the time of the Contract award; and that any other costs that may be furnished the Owner in the future will likewise meet the foregoing standards. The fees specified in this Contract, and any additional fees that may be authorized in the future, shall be adjusted to exclude any sums by which the Owner, in its sole discretion, determines that the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

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

ARTICLE 7

Payments to Construction Manager

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services, the sums set forth in the GMP attached hereto as Exhibit "C".

7.1.2 As required by Section 255.073, F.S., within ten (10) days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its Subcontractors in a similar manner, as set forth in the above-cited Florida statute.

7.1.3 Pay requests for the Construction Phase shall be documented in accordance with the General Conditions.

7.2 Construction Manager's Fixed Fee based on percentage during the Construction Phase includes, without limitation, the following:

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

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

7.2.3 General operating expenses of the Construction Manager's principal and branch

offices other than the field office.

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

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

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

7.2.7 Those services set forth in Article 2.2 and its subparts.

7.2.8 Expenses such as long distance telephone calls, internet service, web sites, and cell phones provided to or by Construction Manager's personnel, telephone service at the site, postage, office supplies, courier and express delivery services, and similar items in connection with the Work, unless otherwise provided for in Exhibit "C" under contractor's general conditions.

7.2.9 Cost of equipment such as typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager, unless otherwise provided for in Exhibit "C".

7.2.10 All costs incurred during the guarantee period following Final Completion of the Project.

7.3 Adjustments in the Construction Manager's Fixed Fee based on percentage will only be made, as follows:

7.3.1 Adjustments due to Changes in the Work shall be made as described in these Contract Documents.

ARTICLE 8

Cost of the Work

8.1 The term "Cost of the Work" shall mean direct construction costs, including General Conditions costs as more specifically addressed in 8.1.2 below, incurred specifically in and about the performance of the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 7.2, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. Excluding those individuals included in the Lump Sum, 8.1.2 below, the term "wages" used herein shall include the straight time and overtime pay authorized in writing by the Owner, and the cost of associated employee benefits. Excluding those individuals included in the Lump Sum, 8.1.2 below, employee benefits include, but are not limited to, unemployment taxes, social security taxes, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager, excluding bonuses.

8.1.1 Subject at all times to the amount of the GMP, the Owner agrees to pay the Construction Manager for the Cost of the Work as defined in Article 8, herein, and its subparts,

through completion of the Work, plus the Construction Manager's Fixed Fee based on percentage, as addressed in Paragraph 7.2 above.

8.1.2 For Construction Phase services, as more particularly set forth in Article 2.2 and its subparts, above, and further including those line items in Exhibit "C" designated as General Conditions, the Construction Manager shall be paid General Conditions in the Amount of \$1,156,232 (included in the GMP), in installments, as provided for elsewhere in these Contract Documents, which amount is subject to the Contract audit provisions for the limited purposes of verifying the Construction Manager's warrants and representations set forth in Article 6.8 above. This Lump Sum amount preempts, disables and governs those reimbursable Costs of the Work set forth in this Article 8, and its subparts, in the event that those specified reimbursables conflict with, or are subsumed by, this General Conditions Sum. It is the intention of the parties that the percentage will not be adjusted for any reasons whatsoever during the Construction Phase, except and solely for compensable Change Orders, if any, that increase the GMP, and extend the contract completion date in excess of thirty (30) calendar days beyond the agreed Substantial Completion date of midnight, issuance date of the Notice to Proceed. In the event that the Lump Sum is exceeded by actual costs for such items incurred by the Construction Manager, there shall be no entitlement to reimbursement from the Owner by way of Change Order, Claims, requests for equitable adjustments, or from the Construction Contingency.

8.2 Cost of the Work includes, and is limited to, actual documented expenditure for the following cost items (all subparts below shall be preceded by the phrase "Except and to the extent governed by 8.1.2 above).

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

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

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

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner, in writing.

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

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

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

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

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

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

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

8.2.12 Cost of watchmen or similar security services, if approved in writing by Owner.

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

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

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

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

8.2.17 Testing laboratory costs, except relating to defective or non-conforming work for which reimbursement is otherwise excluded by the Contract Documents.

8.2.18 Deposits lost for causes other than Construction Manager's or any Trade Contractor's negligence or failure to fulfill a specific responsibility to the Owner under the Contract Documents.

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

8.2.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager (upon prior written approval of the Owner, at the standard rate paid at the place of the Project) or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and

delivery costs thereof.

8.2.21 Costs associated with setting up and demobilizing tool sheds, Project field offices, temporary fences, temporary roads, and temporary fire protection.

8.3 Costs not to be reimbursed include:

8.3.1 Those costs enumerated in Article 7.2.1 through 7.2.10 above, and as set forth in the Contract Documents as to be borne at the expense of the Construction Manager.

8.3.2 Except as provided in Article 8.2.9 above, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract.

8.3.3 Any cost not specifically and expressly described in Article 8.2 and its subparts, above.

8.3.4 Costs, other than costs included in Change Orders approved by the Owner, in writing, that would cause the GMP to be exceeded.

8.3.5 Costs exceeding the Lump Sum, as set forth in Article 8.1.2 above.

ARTICLE 9

Changes in the Work

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

ARTICLE 10

Discounts

10.1 All quantity discounts shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 11

Insurance

11.1 The Construction Manager shall provide insurance as required and addressed in Request for Letters of Interest RLI H-43-13, attached as Exhibit "D" and made a part hereof

ARTICLE 12

Other Provisions

12.1 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract and the General Conditions, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

OHL BUILDING, INC.

By: [Signature]

Signature

Frank Vilar

Typed, Stamped or Printed Name

President

Title

Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of May, 2014 by Frank Vilar as President of OHL Building, on behalf of the corporation. He/she is personally known to me or has produced self (type of Identification) as Identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



[Signature]

EXHIBIT "A"

CITY OF POMPANO BEACH

THE POMPANO BEACH PUBLIC LIBRARY AND
CULTURAL CENTER, AND CIVIC CAMPUS

CONSTRUCTION MANAGER AT RISK CONTRACT

GENERAL CONDITIONS

PROJECT NO. CIP 11-139

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GENERAL CONDITIONS

GC 1 ENTIRE AGREEMENT

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

GC 2 INDEPENDENT CONSTRUCTION MANAGER

2.1 Construction Manager represents that it is extensively experienced in the performance of constructing a library/cultural center, and civic campus as provided for herein, and that it is properly licensed as a General Contractor in the State of Florida, equipped, organized, and financed to perform such Work. Construction Manager shall act as an independent contractor, and not as the agent of Owner, in performing the Contract, maintaining complete control over its employees, and all of its suppliers and subcontractors. Nothing contained in this Contract, or any subcontract awarded by Construction Manager, shall create any contractual relationship between any such supplier or subcontractor and the Owner. Construction Manager shall perform all work in accordance with its own means, methods, sequences, and procedures, subject to compliance with the Contract. Construction Manager represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative, together with a clear definition of the scope of his/her authority to represent and act for Construction Manager, and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work that may be required. All notices, determinations, instructions, and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Construction Manager in writing of the name of such representative(s). The Owner's representative will be the Public Works Director, or his designee. Any work performed by the Construction Manager without proper authorization, is performed at the Construction Manager's risk, and the Owner shall have no obligation to compensate the Construction Manager for such work. The Owner has the right to assign various responsibilities of the Owner to the Design

EXHIBIT "A"

Consultant of Record, and can do so at any time during the duration of this Contract with written notice to the Construction Manager.

3.2 The Construction Manager's Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, unacceptable to the Owner, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Owner.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the job site, by certified mail, return receipt requested, or national overnight courier to that party at the addresses shown below:

OWNER: City of Pompano Beach, Florida
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Dennis W. Beach, City Manager

CONSTRUCTION MANAGER AT RISK: OHL Building, Inc.
7051 SW 12th Street
Miami, FL 33144

Attention: Frank Vilar

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

GC 5 LAWS AND REGULATIONS

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

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known at the time of signing this Contract which become effective and which are known, or in the exercise of its due diligence, should have been known to Construction Manager as a licensed general contractor regarding the performance and conduct of the Work, and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Owner, in writing, and submit detailed documentation of such affect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made, subject to the provisions elsewhere set forth in these Contract Documents.

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5.3 It is recognized that the Construction Manager's review of the drawings and specifications is made in the Construction Manager's capacity as a contractor and not as a licensed design professional. If any discrepancy or inconsistency should be discovered by Construction Manager between the drawings and specifications and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Owner and Design Consultant, who will issue such instructions as may be necessary.

5.4 Construction Manager shall use its best efforts to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work, and advise Design Consultant and Owner of same in writing, but Construction Manager assumes no responsibility or liability for any failure of the design of the Project to comply with same. However, at no time shall the Construction Manager's efforts fall below the commonly accepted knowledge base of an experienced Florida licensed general contractor, as well as having been involved in the design phase as a Preconstruction Manager.

5.5 Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency that are caused by Construction Manager's failure to comply with the terms of this Contract.

GC 6 STANDARDS AND CODES

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

GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the City of Pompano Beach, Development Services Department, is a department within the City of Pompano Beach, separate and apart from the City of Pompano Beach Engineering Division, that is charged with the inspection of improvements to real property for code compliance. The Construction Manager agrees that it will not assert, as an Owner caused delay, or as a defense of any delay on the part of the Construction Manager, any good-faith action or series of actions on the part of the Development Services Department, including, but not limited to, the Development Services Department's refusal to accept any portion of the Construction Manager's Work. If it is ultimately determined by the Design Consultant and Owner that such delay was not the result of Construction Manager's failure to comply with the Contract Documents, the Construction

EXHIBIT "A"

Manager may be entitled to make a claim for extension of Contract Time only as its exclusive remedy, in accordance with the terms of the Contract.

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

GC 9 RIGHTS AND REMEDIES

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

GC 10 COMMERCIAL ACTIVITIES

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

GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Owner, Owner's designated Representative, and other separate contractors to avoid any delay or hindrance of their work. Owner may require that certain facilities be used concurrently by Construction Manager and other parties, and Construction Manager shall comply with such requirements. The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Construction Manager, who shall cooperate and participate with other separate contractors and the Owner in reviewing their construction schedules.

11.2 If any part of the Construction Manager's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive Construction Manager's Work, except as to defects which are not then reasonably discoverable or which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Construction Manager, unless Construction Manager gives written notice to Owner if reasonably possible prior to proceeding with the Work and in any event within three (3) days of commencement of Work. In no event shall Owner be liable to the Construction Manager for delay damages, however, as provided for in the Contract Documents.

GC 12 FORMS AND DOCUMENTS

EXHIBIT "A"

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

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

GC 13 PUBLICITY AND ADVERTISING

13.1 Since Owner records are subject to disclosure under Chapter 119, F.S., Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project, or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

GC 14 TAXES

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

EXHIBIT "A"

GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL, FPU, AT&T, and Comcast), and water meter charges except for fees/permits associated with Construction Manager mobilization which have not been waived by Owner. Construction Manager shall advise Owner ten (10) days in advance of permit application with any fee amount required. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner.

GC 16 UTILITIES

16.1 Construction Manager shall provide and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Construction Manager and shall include, but not be limited to, the following:

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

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

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Construction Manager shall not assign, transfer, convey or otherwise hypothecate the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the Owner. Construction Manager acknowledges that the Owner has entered into this Contract with Construction Manager after a comprehensive competitive award process, and evaluation of Construction Manager's particular qualifications and skills to perform the Work. Therefore, Construction Manager agrees that the Owner may withhold the consent to assignment referred to herein for any reason the Owner deems appropriate, in its sole and exclusive discretion.

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S BOOKS AND RECORDS

18.1 The Owner, or the Owner's auditors, shall have access to, and the right to examine, download and copy electronic media, photocopy, transcribe, and photograph, any and all of Construction Manager's accounting records, supporting documentation, correspondence,

EXHIBIT "A"

subcontracts, purchase orders, and other documentation relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment for the Work.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Based thereon, Construction Manager represents that all readily apparent conflicts, discrepancies, and constructability issues that are within the commonly accepted knowledge base of a licensed general contractor with expertise in streetscape and related infrastructure improvements are included in the GMP. However, these obligations are for the purpose of facilitating construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents that are the responsibility of the Architect/Engineer or any other professional consultant of the Owner preparing such Drawings or Specifications. Notwithstanding anything contained in this Contract to the contrary, Construction Manager shall not be liable to the Owner for damages or costs resulting from errors, omissions, or inconsistencies in the Contract Documents, or for differences between field conditions and the Contract Documents, unless the Construction Manager recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the Owner. Construction Manager shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Contract Documents provided by the Owner or Design Consultants.

19.2 Construction Manager represents that the GMP embodies the total cost for a complete and functioning Project. The Construction Manager's review and comparison of all documents and things set forth in GC 19.1 above has taken into consideration the total and complete functioning of all systems as provided, and as are reasonably inferable therefrom.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Construction Manager shall provide the Owner with two (2) complete sets of the permitted drawings within five (5) days of issuance. If the permitted set of Drawings change the scope of the Work to be performed, the Construction Manager shall notify the Owner and Design Consultant, in writing, within ten (10) days after Construction Manager's receipt of the permitted Drawings, and such notification shall contain a written description of the change(s), and the estimated cost and time associated therewith, if any.

20.2 The Construction Manager shall perform work only in accordance with the permitted drawings, and any subsequent revisions thereto.

GC 21 CONTRACT INTERPRETATION

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21.1 All claims of Construction Manager, and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately, in writing, to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed Seven (7) days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Construction Manager files a timely written protest pursuant to GC 22 "Disputes." The Construction Manager's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. Owner will consider Construction Manager's protest, and render its decision thereon within Seven(7) calendar days. If Construction Manager does not agree with the Owner's decision, the Construction Manager shall immediately deliver written notice to that effect to the Owner. If questions of interpretation are not responded to by the Design Consultant or Owner within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Construction Manager shall be entitled to adjustment in the performance time as its exclusive remedy.

21.2 Construction Manager is solely responsible for requesting instructions or interpretations, and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within Seven (7) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

GC 22 DISPUTES-WAIVER OF JURY TRIAL

22.1 Any and all disputes arising out of or in connection with this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Owner, or its representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives, who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within Forty (40) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

22.2 The Owner and Construction Manager hereby expressly, knowingly and intentionally waive any right they may have to a jury trial in connection with, or in respect to, any litigation or claim based on or related to this Contract, or with regard to performance of the Work, including, but without limitation, any to which the Design Consultant may also be a party.

GC 23 SUSPENSION

23.1 Owner may, at its sole option, suspend, at any time, the performance of all or any portion of Work to be performed under the Contract. Owner will notify Construction Manager of such decision, in writing. Such notice of suspension of work may designate the amount and

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type of plant, labor and equipment to be committed to the Work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

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

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

23.1.2 In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

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

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula, or otherwise, in the event of an Owner

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

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Contract Documents, shall be sufficient grounds for the Owner to find the Construction Manager in material default, and that sufficient cause exists to terminate the Contract for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Construction Manager and approved by the Owner. If a finding of default is made by the Owner, the Construction Manager shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from Owner detailing the default, within which the Construction Manager shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Construction Manager and, in writing, that the default has been corrected, and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Owner, without further notice to Construction Manager, may immediately terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager.

GC 25 TERMINATION FOR DEFAULT

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

A. Construction Manager fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;

B. Construction Manager fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;

C. Construction Manager fails to complete the Work within the time specified in this Contract;

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D. Abandons or refuses to proceed with any or all Work, including modifications directed by Owner pursuant to change directives issued under the Contract;

E. Construction Manager fails to provide the materials or perform the services required of the Construction Manager under this Contract within the time specified in this Contract;

F. Construction Manager fails or refuses to provide sufficient, properly skilled, workmen or tradesmen;

F. Construction Manager refuses or fails to supply materials, equipment or services meeting the requirements of this Contract;

H. Construction Manager fails to make payments for materials, labor or services to subcontractors, sub-subcontractors, suppliers or materialmen of any tier in accordance with such agreements that may exist among them;

I. Construction Manager violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;

J. Construction Manager materially breaches any of the provisions of this Contract.

25.2 If Construction Manager if required, do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager, if required, fails to provide satisfactory evidence that such default will be corrected, Owner may, without further notice to Construction Manager, terminate in whole or in part Construction Manager's right to proceed with work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.3 Construction Manager, and its sureties, shall be liable, jointly and severally, to Owner for all costs in excess of the Contract price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any,, including cost of administration of any contract awarded to others for completion, plus Liquidated Damages.

25.4 Upon termination for default, Construction Manager shall:

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

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

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

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

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

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

GC 26 TERMINATION FOR CONVENIENCE

26.1 Owner may, at its option and convenience, terminate the Contract, in whole or in part, at any time by written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Construction Manager, Owner shall pay Construction Manager in accordance with Subparagraphs below; provided, however, that those provisions of the Contract, which by their very nature survive final acceptance under the Contract, shall remain in full force and effect after such termination

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

1. Immediately discontinue work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated;

4. If requested by the Owner in writing, assign to the Owner, all right, title and interest of the Construction Manager under the subcontracts terminated. Such

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Assignment shall not include assumption of Construction Manager's obligations or liabilities under any subcontract. The Owner shall have the right (but not the obligation) to assume the Construction Manager's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the Owner's assumption of Construction Manager's or other obligations under any such subcontract absent a written document executed by the Owner and the subcontractor in which the Owner expressly acknowledges an assumption of Construction Manager's obligations, and then only to the extent specified. In no event will the Owner assume any obligation of the Construction Manager under the subcontracts that arise out of or relate to Construction Manager's default prior to such assignment;

5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the Owner;

6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and,

7. Complete performance of any work that is not terminated.

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

1. All amounts due and not previously paid to Construction Manager for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.

3. The verifiable costs incurred pursuant to Subparagraph A.4 above.

4. Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.

26.2 In the case of such termination for Owner's convenience, Construction Manager shall be entitled to receive payment for Work actually executed in accordance with GC 25.13.1 above, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.

26.3 The Owner's Termination for Convenience shall be without waiver or prejudice to, all of the Owner's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Owner may have against Construction Manager, or Construction Manager's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination, or arising thereafter.

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26.3.1 Construction Manager hereby acknowledges acceptance of the risk and cost of the foregoing, and acknowledges and agrees to the foregoing limitation on Construction Manager's claims or damages arising out of, or relating to, a termination for convenience by the Owner.

26.4 Construction Manager shall submit within 30 days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager is delayed at any time in the progress of the Work by a written directive issued by the Owner or Design Consultant, or any act, omission or neglect of the Owner or the Design Consultant, or by a separate contractor employed by the Owner, or by any changes ordered in the Work, or by an act of God, severe though not unusual weather conditions (other than hurricanes and tornadoes), labor disputes, unusual delay in deliveries, or other causes beyond Construction Manager's control, including discovery of unforeseen site conditions, and such delay extends the completion date, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Owner may determine.

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

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

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

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1. All schedule updates, submittals and other requirements of this General Condition have been met;

2. The delay must be due to the Owners or Design Consultant's change in the Work,, an Act of God, or for other causes set forth in GC 27.1;

3. The delay which is the subject of the time extension must result in a demonstrable impact to the Critical Path of project schedule

4. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Owner; and

5. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within fifteen (15) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Owner's determination as to the total number of days of Contract extension will be based upon the computer generated CPM construction schedule current at the time of the delay event, as revised in connection with the foregoing criteria.

27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within Forty Eight four (48) hours after the commencement of such delay, or ninety-six (96) hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.

27.5 The Construction Manager shall not be entitled to, and hereby expressly waives, any and all damages which it may suffer by reason of Acts of God, unforeseen conditions, weather, delay, acceleration, cardinal changes, loss of efficiency, acts or omission on the part of the Owner or Architect, unanticipated or significantly differing site, field, or existing field or structure conditions, or any other impacts to the Work, including, without limitation, those set forth in GC 27.1 above, or time of performance (collectively "Noncompensable Events"), and further, hereby waives all damages which it may suffer by reason of these Noncompensable Events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), home office expense, increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, material and labor escalation costs, and any other direct or consequential damages. Construction Manager hereby affirms that the extension of time granted herein is the Construction Manager's sole and exclusive remedy. Apart from an extension of time, no payment of claims for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delays were avoidable or unavoidable.

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27.5 For all Changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Owner the same information as required above within thirty (30) days of the issuance of the request for Change Order or direction to change the scope of the Work. Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager, and a denial of any time extension for that change in the Work. Further, upon execution by the Owner and Construction Manager of any Change Order where no time extension has been requested or granted, that Change Order shall constitute a complete waiver of all claims for damages or for any extension of time related to that work, or any work impacted by the change.

27.6 Delays in the Work attributable to matters described in 27.1 above shall allow Construction Manager to claim for extended general conditions directly incurred by the Construction Manager, plus increased costs directly incurred during any allowed extensions of the performance time.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. Even in the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

28.2 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period due to materials or workmanship, the affected item or parts thereof shall be repaired or replaced by Construction Manager at a time and in a manner acceptable to Owner in compliance with the Contract Documents, at its expense.

28.3 Construction Manager warrants such redesigned, repaired or replaced Work against materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary repair, replacement and tests, after written notice from Owner specifying the defects, Owner may perform or cause to be performed the same, at Construction Manager's sole cost and expense.

28.4 Construction Manager shall perform such tests as Owner may require to verify that such repairs and replacements comply with the requirements of this Contract. All costs incidental to such repair, replacement, and testing, including the removal, replacement, and

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reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager. However, if such testing determines that the Work is not defective, then Owner shall compensate Construction Manager for such costs of testing and any affects on previously completed work.

28.5 Construction Manager shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to this GC 28.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within Ten (10) calendar days after receiving written (including transmittals by FAX) notice from the Owner, subject to allowance for long-lead items. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the Owner may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within thirty (30) calendar days, the Owner may pursue any and all legal remedies it may have against the Construction Manager .

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

GC 29 PATENT INDEMNITY

29.1 Construction Manager hereby indemnifies and shall defend and hold Owner, Design Consultant, and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Owner, Design Consultant and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Design Consultant. However, if the Construction Manager has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Construction Manager shall be responsible for such loss unless such information is promptly furnished to the Design Consultant.

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

GC 30 INDEMNITY

30.1 To the fullest extent provided for by law, Construction Manager agrees to protect, defend, reimburse, indemnify and hold the Owner, employees, elected officers and representatives and each of them, (hereinafter collectively and for the purposes of this paragraph, referred to as "Owner"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorneys' fees, and causes of action of every kind and character against Owner by reason of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any Indemnified Owner arising out of or in incident to or in connection with Construction Manager's performance under this Contract, the condition of the premises which are under the control of the Construction Manager, Construction Manager's acts, or omissions or operations hereunder, or the performance, non-performance or purported performance of the Construction Manager of any breach of the terms of this Contract; provided however, and without waiving the provisions of §768.28, F.S., that Construction Manager shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which Construction Manager can establish as being attributable to the negligence of Owner, its respective agents, servants, employees, officers, or others for whom Owner is responsible, including separate contractors. The indemnification shall not include the indemnity/defense of claims or damages resulting from gross negligence or willful, wanton, or intentional misconduct of Owner or its respective officers, directors, agents, or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Construction Manager, its agents, employees, or any of the Subcontractors, or of any tier or their respective employees. The parties acknowledge the requirements of Florida Statute § 725.06 have been fulfilled and apply to this GC 30.1.

30.2 Construction Manager further agrees to hold harmless and indemnify Owner for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Construction Manager's activities on the Project, whether or not Construction Manager was negligent or even knowledgeable of any events precipitating a claim

30.3 Said indemnification by Construction Manager shall be extended to include all deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of

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Construction Manager. Construction Manager recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges consideration of one-hundred dollars (\$100.00) therefore, which amount is incorporated into the GMP, as well as such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive termination of this Contract.

GC 31 INSURANCE

31.1 Unless otherwise specified in this Contract, Construction Manager shall, at its sole expense, maintain in effect at all times during the performance of Work hereunder insurance coverage with limits not less than those set forth in Exhibit "D" and with insurers and under forms of policies acceptable to Owner, copies of which shall be furnished to Owner upon its request. Construction Manager shall deliver to Owner Certificates of Insurance, evidencing that such policies are in full force and effect, no later than ten (10) days after execution of the Contract by Owner and prior to commencing Work on the Project site. Such Certificates shall adhere to the conditions set forth in the table below.

31.2 Construction Manager shall purchase and maintain during the life of this Contract Workers Compensation insurance, including Employers Liability, to comply with all applicable State and Federal laws covering all of its employees on the Work site, and in accordance with all of the limits, terms and conditions set forth in Exhibit "D." If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement, unless such subcontractors' employees are covered by Construction Manager's Workers Compensation insurance policy.

31.3 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive or Commercial General Liability insurance in accordance with all of the limits, terms and conditions set forth in the table below.

31.4 Should any of the Work hereunder involve watercraft owned or operated by Construction Manager or any subcontractor, such shall be insured under the Comprehensive or Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity.

31.5 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth in Exhibit "D."

31.6 Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, Construction Manager shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by Construction Manager or any subcontractor pursuant to the terms of this Contract, subject to the limits, terms and conditions set forth in Exhibit "D."

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31.7 Should any of the Work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Construction Manager or any subcontractor, Construction Manager shall procure and maintain Aircraft Liability insurance in accordance with the terms and conditions of the table set in Exhibit "D."

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

31.9 The Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this GC-31, in accordance with all of the limits, terms and conditions set forth elsewhere in the contract, all policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to The City of Pompano Beach, Florida. Insurance shall remain in force until all Work required to be performed under the terms of this Contract are satisfactorily completed as evidenced by the formal acceptance by The City of Pompano Beach, Florida. In the event that the insurance certificates provided hereunder indicates that the insurance shall terminate and lapse during the period of this Contract then, in that event, the Construction Manager shall furnish, at least thirty (30) days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereunder is in effect. Construction Manager shall not continue to work pursuant to this Contract unless all required insurance remains in effect. Owner may withhold payment to the Construction Manager until coverage is reinstated.

31.10 The Construction Manager shall deliver the original of the initial Certificates of Insurance and five (5) copies to:

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, Florida 33060
Attention: Public Works Director

31.11 Notices, in original and five (5) copies, of cancellation, terminations and alterations of such policies shall be delivered to:

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, Florida 33060
Attention: Public Works Director

GC 32 SITE CONDITIONS

32.1 Construction Manager has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging,

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parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Contract documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which would be reasonably known to a licensed general contractor with expertise in Related Scope of Work as in any way affecting performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

32.2 The Owner shall not be responsible for any conclusions or interpretations made by the Construction Manager based on the information made available by the Owner. The Owner shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Construction Manager's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

32.3 The provisions of GC 32.1 shall be deemed a complete waiver by the Construction Manager of claims for equitable adjustment in Contract Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Contract Documents; provided however, that claims under this GC 32.3 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Construction Manager an expectation that the conditions could be similar elsewhere in the Project.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

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

34.2 Construction Manager's access to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by Owner's

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employees, the public, and other separate Owner contractors. No other access points shall be allowed unless approved by the Owner, in writing. All Construction Manager traffic authorized to enter the site shall be experienced with the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the Work area will be permitted only through approaches that will be designated by Owner, and then only in such manner that Construction Manager's traffic will not interfere with Owner's operations and Merchants/Tenants adjacent to the activity area(s). Construction Manager shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Construction Manager shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after execution of this Contract, and prior to commencing any Work, a pre-construction conference will be coordinated by the Construction Manager and the Owner. In attendance at said conference will be Owner, Design Consultant, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Contract, among other things.

GC 37 MEETINGS

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

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

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

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GC 40 WORK AREA

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

GC 41 PLANT, EQUIPMENT AND FACILITIES

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

41.2 Upon written order of Owner, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

41.3 Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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

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42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract Documents. The Owner shall notify the Construction Manager of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

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

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

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

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of

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such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

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

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 7 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) days prior to the time Construction Manager must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

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

GC 44 EXPEDITING

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

GC 45 FIELD LAYOUT OF WORK

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

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

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

GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA AND SAMPLES

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

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

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

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SIGN _____

DATE _____

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by and at the expense of the Construction Manager before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

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

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

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

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

1. No exceptions taken.
2. Make corrections noted. No resubmittal.

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3. Not required for review.

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

46.4 Samples.

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

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least five (5) calendar days for Owner's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable.

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

46.5 Catalogues, Data and Certificates.

46.5.1 Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the Critical Path Method construction schedule. Allow at least 7 calendar days for Design Consultant and Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications. Design Consultant and Owner will conduct a review of Construction Manager's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph 46.3.5, above, will be returned to the Construction Manager.

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GC 47 CONSTRUCTION SCHEDULE

47.1 Within thirteen (13) days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Owner a CPM construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Owner's initial approval for the purposes of this GC 47. 1, and any other provisions in the Contract Documents related to the Construction Manager's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable.

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

47.1.2 The construction schedule shall include the following:

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

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

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

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

47.1.5 The detailed CPM Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Construction Manager shall meet with the Owner and Design Consultant/Engineer of Record to review and verify:

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

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

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and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

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

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

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

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

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

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

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

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

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- C. Reschedule the Work in conformance with the specification requirements.

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

GC 48 RESPONSIBILITY FOR WORK SECURITY

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

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

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which insure the safety of persons on the jobsite and the general public.

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50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Owner of its intention to start such Work. Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Construction Manager has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as performance of the work, Construction Manager shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Construction Manager.

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

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

GC51 LABOR

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

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

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

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

51.5 Construction Manager shall complete "Construction Manager's Daily Report" for each day work is accomplished. Reports shall be made available to Owner upon its request.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Construction Manager's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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E. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.

H. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

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

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

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

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

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

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

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

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

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

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

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

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

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

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

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

53.3 SURFACE AND SUBSURFACE WATER

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

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53.4 EMERGENCIES

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

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

53.5 OWNER'S STANDARDS

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

GC 54 PROJECT SITE PROTECTION

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

GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility

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of the Construction Manager. This includes keeping the Contract Work area clear of all trash at all times.

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

GC 56 ILLUMINATION

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

GC 57 BEST MANAGEMENT PRACTICES

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

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

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

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materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

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

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

GC 58 DUST CONTROL

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

GC 59 WATER POLLUTION

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

GC 60 AIR POLLUTION

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

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Construction Manager shall maintain

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and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

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

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

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

GC 63 TESTING

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

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

GC 64 PROGRESS

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

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

GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract, make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Contract Documents (and which are not subject to this GC 65 and its subparts).

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

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

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change in timely fashion shall entitle Owner to invoke the provisions of section GC 25 entitled TERMINATION FOR DEFAULT.

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

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

- A. Material quantities and unit prices;
- B. Labor man-hours and wages by craft;
- C. Equipment type and size and rental rate;
- D. Overhead, profit, and bond allowance of 10% for those portions subcontracted, and 15% of those portions that are self-performed by the Construction Manager;
- E. Subcontract costs with back-up detail as specified (in items a), b), c), and a markup for Subcontractor overhead and profit not to exceed 15% in the aggregate;
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner);
- I. General Condition costs: provided however, that said costs shall be compensable only in the event that the Change Order results in an extension in excess of thirty (30) calendar days of the Substantial Completion Date, as extended by Change Orders, if any, and at a daily rate that shall be extrapolated from the amount of the General Conditions items specifically applicable to the Change Order.

65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula. The Parties may agree, if justified in accordance with GC 27, to an extension of time in connection with any changes to the Work. Any time extension request submitted after the twenty-one (21) calendar day time period noted above, will not be considered and deemed waived by the Construction Manager.

65.7 If Construction Manager does not propose the method of compensation for such change, or any part thereof, within the time required, or if any proposed method is not acceptable

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to Owner, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Construction Manager shall proceed upon direction ("Construction Change Directive") with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Design Consultant of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete work which, if not accomplished, could adversely affect a critical path activity schedule. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Design Consultant of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Construction Manager agree with the determination made by the Design Consultant of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for work performed pursuant to a CCD until it has been converted to a Change Order.

65.8.1 If, at any time after Construction Manager commences such change, and a method of compensation other than verifiable cost of the changed Work plus the markups allowed in GC 65.5 is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a cost of the changed Work plus markup basis as described above, are as follows:

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

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

2. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost at point of origin of one thousand dollars or less each. Equipment time charged to changes will be subject to daily written approval of Owner and

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no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, (800-669-3282) and current at the time that work for any specific Change is performed, less 30%. When equipment is used for cost of the work changes which do not reasonably resemble adjusted Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

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

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

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

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

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

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

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

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

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

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

A. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.

B. For changes containing both additions and deductions covering related work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change, plus fifteen (15%) percent thereof covering overhead, profit. (to coordinate with 65.5 item D)

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

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

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

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

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

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

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

B. Specifications:

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

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

C. Manuals:

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

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

D. Endorsement:

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

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

E. Fixed Asset Equipment and Fixture Information:

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

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

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

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

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

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

A. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Contract, by name.

B. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

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C. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Work.

D. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

67.4 It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and Specifications. Construction Manager shall make all surveys necessary for determining all quantities of work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Owner upon request. Construction Manager shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of work measured.

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

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

GC 68 PROGRESS PAYMENT PROCEDURES

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

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

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copies (3) to: the Design Consultant of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Florida Prompt Payment Act (FS 218.70). Retainage, in the amount of 10%, will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved, the Owner may, at its sole discretion implement a reduction in retainage. However, in no instance can the amount retained be less than the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

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

A. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.

B. An Owner approved construction schedule update.

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

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

A. Any claims are filed against Construction Manager by Owner or third parties; or if reasonable evidence indicates the probability of filing any such claim; or

B. Construction Manager is in default of any Contract condition; or

C. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum

D. Damage to the Owner or a separate contractor;

E. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay

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- F. Defective work or material is not remedied; or
- G. Construction Manager repeatedly fails to carry out the Work in accordance with the Contract Documents; or
- H. Construction Manager fails to timely submit an owner-approved updated Schedule with each Application for Payment.

68.7 If claims or liens filed against Construction Manager or property of Owner connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. Construction Manager shall have no less than thirty (30) days to remove or bond off such lien after notice. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Owner after final payment is made, Construction Manager shall promptly pay Owner all costs (including attorneys' fees) incurred thereby regardless of when such claim or lien arose.

68.8 Following issuance, by the Design Consultant of Record, of a Certificate of Substantial Completion, Construction Manager may submit special payment request, provided the following have been completed:

- A. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the Project.
- B. Complete final cleaning of the Work.
- C. Submit record documents (record drawings).
- D. Submit listing of work to be completed before final acceptance.
- E. Settle liens and other claims.
- F. Settle Liquidated Damages due to Owner, if any.

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

- A. Complete work listed as incomplete at the time of Substantial Completion and obtain Design Consultant/Engineer certification of completed Work.

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- B. Submit proof of payment on fees, taxes or similar obligations.
- C. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
- D. All information required by GC 66.
- E. Obtain certification of as-built (record) drawings from Design Consultant of Record.

GC 69 USE OF COMPLETED PORTIONS OF WORK

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

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

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

GC 70 ALLOWANCES AND UNIT PRICES

EXHIBIT "A"

70.1 Construction Manager has included in the GMP all unit prices and allowances. Items covered by unit prices shall be supplied for such amounts as the Owner may direct.

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive," including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, , and all other things necessary.

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Design Consultant and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose and the items listed below in 71.4 are complete. Liquidated damages shall be assessed from the date of substantial completion of the entire Project.

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

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

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion of a particular phase of the Project

A. Temporary Certificate(s) of Completion shall be obtained from the proper Building Official.

B. All general construction completed.

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

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

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

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F. All electrical systems shall be complete, fully functional, and demonstrated to the Owner.

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

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

I. All operations and maintenance training related literature, software and back-up disks shall have been provided. A video tape of the training shall be provided.

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

K. The Project record Drawings and Specifications shall be submitted in accordance with GC 66.

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

71.6 Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the Construction Manager within Thirty (30) calendar days and in any event prior to any request for Final Inspection and Acceptance.

GC 72 FINAL INSPECTION AND ACCEPTANCE

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

72.2 The Owner will make final payment to the Construction Manager of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items, for which a Change Order will be issued:

A. Liquidated Damages, as applicable.

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B. At the discretion of the Owner, one hundred and fifty percent (150%) of the value of outstanding items, corrective Work, or "punch list" items indicated on the Certificate of Substantial Completion, "final punch list," or any other "punch list" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punch list," or any other "punch list," otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

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

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

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

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

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written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or material supplier where there exists any identity of interest.

GC 75 CLEANING UP

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

GC 76 PROJECT SIGNS

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

GC 77 PERFORMANCE AND PAYMENT BONDS/CHAPTER 558 OPT OUT

77.1 As and to the extent that Chapter 558, F.S. is applicable to this Contract, both Owner and Construction Manager hereby expressly opt out, and elect not to be governed by its terms and provisions.

EGR:jmm:
2/5/13
L:agr/cra/2013-607

Owner Exhibit B

Project Description

The Work of this Contract comprises the construction of the City of Pompano Beach Public Library and Cultural Center, a new 46,000 square foot facility, to be located on an approximately 5.15-acre site abutting East Atlantic Boulevard, SW 1st Avenue, and Cypress Road, in Pompano Beach, Broward County, Florida.

Scope of Work

The construction generally consists of the following:

Site Development – Clearing and grubbing, earthwork, potable water service, fire service, asphalt paving, storm drainage, concrete sidewalks, precast concrete pavers and site amenities.

Building Envelope and Structure - Consists of cast-in-place concrete, reinforced masonry, structural steel framing system, SBS Modified Bitumen Roofing, Glass and Glazing, Light Gauge Framing, Insulation, Stucco and Paint.

Interior Building Finishes – Architectural Millwork, Doors and Hardware, Light Gauge Framing, Insulation, Drywall, Ceramic Tile, Acoustical Ceilings, Wood Flooring, Epoxy Terrazzo, Carpet and Painting.

Specialty Items and Equipment – Toilet Partitions, Flag Pole, Room Signs, Metal Lockers, Fire Extinguishers, Toilet Accessories, Metal Entry Grates and Kitchen Equipment.

Furnishings – Window Treatments, Fold Down Seating and Book Drop Doors

Vertical Transportation – Passenger Elevators and Freight Elevator

Trades – Heating, Ventilation, Air Conditioning, Plumbing, Fire Sprinkler and Electrical Systems.

Activity ID	Activity Description	Start Date	End Date	Activity Name
000	NOTICE TO PROCEED	0	0	NOTICE TO PROCEED
005	ENERGIZE PERM. POWER	0	0	ENERGIZE PERM. POWER
010	FINAL INSPECTIONS AND SIGN OFF	20	20	FINAL INSPECTIONS AND SIGN OFF
015	FINAL PUNCH LIST CLEAN UP	10	10	FINAL PUNCH LIST CLEAN UP
020	SUBSTANTIAL COMPLETION	0	0	SUBSTANTIAL COMPLETION
030	UTILITY WORK	10	10	UTILITY WORK
035	140 MECH & PLUMBING ROUGH-IN CONNECTIONS	45	45	140 MECH & PLUMBING ROUGH-IN CONNECTIONS
040	NEW FPL SERVICE TO SITE	20	20	NEW FPL SERVICE TO SITE
045	SET/INSTALL NEW FPL TRANSFORMER	20	20	SET/INSTALL NEW FPL TRANSFORMER
050	UNDERGROUND ELECT. ROH-INS TO MAIN SWITCHGEAR RM	20	20	UNDERGROUND ELECT. ROH-INS TO MAIN SWITCHGEAR RM
055	NEW UNDERGROUND AT&T AND COMCAST SERVICE	20	20	NEW UNDERGROUND AT&T AND COMCAST SERVICE
060	SET/HOOK UP MAIN SWITCHGEAR	20	20	SET/HOOK UP MAIN SWITCHGEAR
065	FORM/REBAR/POUR FOUNDATIONS	25	25	FORM/REBAR/POUR FOUNDATIONS
070	ERECT STEEL COL'S GRD TO 2ND FLOOR	10	10	ERECT STEEL COL'S GRD TO 2ND FLOOR
075	ERECT STRU BEAMS @ 2ND FLOOR & MEZZ.	10	10	ERECT STRU BEAMS @ 2ND FLOOR & MEZZ.
080	ERECT STRU STEEL COL'S 2ND FLOOR TO ROOF	15	15	ERECT STRU STEEL COL'S 2ND FLOOR TO ROOF
085	ERECT STRU BEAMS @ ROOF	10	10	ERECT STRU BEAMS @ ROOF
090	ERECT 2ND FLOOR & MEZZ. JOIST	10	10	ERECT 2ND FLOOR & MEZZ. JOIST
095	ERECT ROOF JOIST	15	15	ERECT ROOF JOIST
100	PLACE METAL ROOF DECK	15	15	PLACE METAL ROOF DECK
105	UNDER SLAB M.E.P. ROUGH-INS	15	15	UNDER SLAB M.E.P. ROUGH-INS
110	PREP & POUR 2ND FLOOR SLAB	10	10	PREP & POUR 2ND FLOOR SLAB
115	ERECT CMU GRD TO 2ND FLOOR	15	15	ERECT CMU GRD TO 2ND FLOOR
120	ERECT CMU GRD TO 2ND FLOOR	15	15	ERECT CMU GRD TO 2ND FLOOR
125	INSTALL STAIR GRD TO 2ND FLOOR	15	15	INSTALL STAIR GRD TO 2ND FLOOR
130	ERECT EXTR. PRECAST PANELS	10	10	ERECT EXTR. PRECAST PANELS
135	INSTALL EXTR. METAL PANELS	25	25	INSTALL EXTR. METAL PANELS
140	PLACE ROOF SYSTEM	30	30	PLACE ROOF SYSTEM
145	PLACE EXTR. STUCCO	30	30	PLACE EXTR. STUCCO
150	INSTALL CURTAIN WALL	20	20	INSTALL CURTAIN WALL
155	CULTURAL CENTER DRY-IN	0	0	CULTURAL CENTER DRY-IN
160	INSTALL EXTR. WINDOWS	15	15	INSTALL EXTR. WINDOWS
165	INSTALL ELEVATORS	45	45	INSTALL ELEVATORS
170	GROUND FLOOR	25	25	GROUND FLOOR
175	GRD FLOOR M.E.P. OH ROUGH-INS	10	10	GRD FLOOR M.E.P. OH ROUGH-INS
180	GRD FLOOR-METAL STUD FRAMING	10	10	GRD FLOOR-METAL STUD FRAMING
185	GRD FLOOR-INSTALL HOLLOW METAL FRAMES	10	10	GRD FLOOR-INSTALL HOLLOW METAL FRAMES
190	GRD FLOOR-M.E.P. IN WALL ROUGH-IN	15	15	GRD FLOOR-M.E.P. IN WALL ROUGH-IN
195	GRD FLOOR-HANG DRYWALL	10	10	GRD FLOOR-HANG DRYWALL
200	GRD FLOOR-TAPER/SMOOTH DRYWALL	15	15	GRD FLOOR-TAPER/SMOOTH DRYWALL
205	GRD FLOOR-INSTALL CERAMIC TILE	10	10	GRD FLOOR-INSTALL CERAMIC TILE
210	GRD FLOOR-PRIME PAINT	5	5	GRD FLOOR-PRIME PAINT
215	GRD FLOOR-INSTALL CEILING GRD	10	10	GRD FLOOR-INSTALL CEILING GRD
220	GRD FLOOR-SET M.E.P. CEILING FIXTURES	5	5	GRD FLOOR-SET M.E.P. CEILING FIXTURES
225	GRD FLOOR-INSTALL FLOORING	10	10	GRD FLOOR-INSTALL FLOORING
230	GRD FLOOR-FINISH PAINT	10	10	GRD FLOOR-FINISH PAINT

Sheet 1 of 4

OHL-ARELLANO
CITY OF POMPAHO BEACH
PUBLIC LIBRARY AND CULTURAL CENTER
PROJECT SCHEDULE

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[illegible]

Activity ID	Activity Description	Due	Weeks
930	INSTALL ELEVATORS	1	45
705	GROUND FLOOR	25	
715	GRD FLR-M.E.P. OH ROUGHINS	10	
725	GRD FLR-METAL STUD FRAMING	5	
735	GRD FLR-METAL STUD FRAMING	5	
745	GRD FLR-M.E.P. IN-WALL ROUGH-IN	10	
755	GRD FLR-HANG DRYWALL	15	
765	GRD FLR-TAPEFINISH DRYWALL	15	
775	GRD FLR-PRIME PAINT	10	
785	GRD FLR-SET M.E.P. CEILING GRID	5	
795	GRD FLR-SET M.E.P. CEILING FIXTURES	5	
805	GRD FLR-INSTALL FLOORING	10	
815	GRD FLR-FINISH PAINT	10	
825	GRD FLR-INSTALL PLUMBING FIXTURES	5	
835	GRD FLR-INSTALL DOORS & WOOD TRIM	5	
845	GRD FLR-TOUCH UP PAINT	5	
855	GRD FLR-INSTALL TOILET PART & ACCESSORIES	10	
865	GRD FLR-INSTALL RETRACTABLE SEATING	15	
875	GRD FLR-INSTALL OWNER FEE	10	
885	GRD FLR-INSTALL DOOR HARDWARE	10	
895	GRD FLR-M.E.P. TRIM OUT	5	
905	GRD FLR-M.E.P. TRIM OUT	5	
915	GRD FLR-PUNCH LIST & FINAL CLEAN UP	5	
925	SECOND FLOOR	25	
935	2ND FLR-M.E.P. OH ROUGHINS	5	
945	2ND FLR-SET ELEVATOR DOOR FRAMES	5	
955	2ND FLR-SET MASONRY @ ELEVATOR FRONTS	5	
965	2ND FLR-METAL STUD FRAMING	10	
975	2ND FLR-INSTALL HOLLOW METAL FRAMES	5	
985	2ND FLR-M.E.P. IN-WALL ROUGH-IN	10	
995	2ND FLR-HANG DRYWALL	10	
1005	2ND FLR-TAPEFINISH DRYWALL	10	
1015	2ND FLR-PRIME PAINT	5	
1025	2ND FLR-SET M.E.P. CEILING GRID	5	
1035	2ND FLR-SET M.E.P. CEILING FIXTURES	5	
1045	2ND FLR-INSTALL FLOORING	10	
1055	2ND FLR-FINISH PAINT	10	
1065	2ND FLR-INSTALL PLUMBING FIXTURES	5	
1075	2ND FLR-INSTALL DOORS & WOOD TRIM	5	
1085	2ND FLR-TOUCH UP PAINT	5	
1095	2ND FLR-INSTALL TOILET PART & ACCESSORIES	10	
1105	2ND FLR-INSTALL DOOR HARDWARE	5	
1115	2ND FLR-M.E.P. TRIM OUT	5	
1125	2ND FLR-M.E.P. TRIM OUT	5	
1135	2ND FLR-PUNCH LIST & FINAL CLEAN UP	5	
1145	TEST & BALANCE LIBRARY	5	
1155	COURT YARD & LIBRARY OPEN	5	
1165	1ST FLOOR	20	
1175	1ST FLOOR	10	
1185	1ST FLOOR	10	
1195	1ST FLOOR	10	
1205	1ST FLOOR	10	
1215	1ST FLOOR	10	
1225	1ST FLOOR	10	
1235	1ST FLOOR	10	
1245	1ST FLOOR	10	
1255	1ST FLOOR	10	
1265	1ST FLOOR	10	
1275	1ST FLOOR	10	
1285	1ST FLOOR	10	
1295	1ST FLOOR	10	
1305	1ST FLOOR	10	
1315	1ST FLOOR	10	
1325	1ST FLOOR	10	
1335	1ST FLOOR	10	
1345	1ST FLOOR	10	
1355	1ST FLOOR	10	
1365	1ST FLOOR	10	
1375	1ST FLOOR	10	
1385	1ST FLOOR	10	
1395	1ST FLOOR	10	
1405	1ST FLOOR	10	
1415	1ST FLOOR	10	
1425	1ST FLOOR	10	
1435	1ST FLOOR	10	
1445	1ST FLOOR	10	
1455	1ST FLOOR	10	
1465	1ST FLOOR	10	
1475	1ST FLOOR	10	
1485	1ST FLOOR	10	
1495	1ST FLOOR	10	
1505	1ST FLOOR	10	
1515	1ST FLOOR	10	
1525	1ST FLOOR	10	
1535	1ST FLOOR	10	
1545	1ST FLOOR	10	
1555	1ST FLOOR	10	
1565	1ST FLOOR	10	
1575	1ST FLOOR	10	
1585	1ST FLOOR	10	
1595	1ST FLOOR	10	
1605	1ST FLOOR	10	
1615	1ST FLOOR	10	
1625	1ST FLOOR	10	
1635	1ST FLOOR	10	
1645	1ST FLOOR	10	
1655	1ST FLOOR	10	
1665	1ST FLOOR	10	
1675	1ST FLOOR	10	
1685	1ST FLOOR	10	
1695	1ST FLOOR	10	
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1745	1ST FLOOR	10	
1755	1ST FLOOR	10	
1765	1ST FLOOR	10	
1775	1ST FLOOR	10	
1785	1ST FLOOR	10	
1795	1ST FLOOR	10	
1805	1ST FLOOR	10	
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2015	1ST FLOOR	10	
2025	1ST FLOOR	10	
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2095	1ST FLOOR	10	
2105	1ST FLOOR	10	
2115	1ST FLOOR	10	
2125	1ST FLOOR	10	
2135	1ST FLOOR	10	
2145	1ST FLOOR	10	
2155	1ST FLOOR	10	
2165	1ST FLOOR	10	
2175	1ST FLOOR	10	
2185	1ST FLOOR	10	
2195	1ST FLOOR	10	
2205	1ST FLOOR	10	
2215	1ST FLOOR	10	
2225	1ST FLOOR	10	
2235	1ST FLOOR	10	
2245	1ST FLOOR	10	
2255	1ST FLOOR	10	
2265	1ST FLOOR	10	
2275	1ST FLOOR	10	
2285	1ST FLOOR	10	
2295	1ST FLOOR	10	
2305	1ST FLOOR	10	
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2805	1ST FLOOR	10	
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2985	1ST FLOOR	10	
2995	1ST FLOOR	10	
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3015	1ST FLOOR	10	
3025	1ST FLOOR	10	
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3205	1ST FLOOR	10	
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3255	1ST FLOOR	10	
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3295	1ST FLOOR	10	
3305	1ST FLOOR	10	
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3355	1ST FLOOR	10	
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3385	1ST FLOOR	10	
3395	1ST FLOOR	10	
3405	1ST FLOOR	10	
3415	1ST FLOOR	10	
3425	1ST FLOOR	10	
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3445	1ST FLOOR	10	
3455	1ST FLOOR	10	
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3485	1ST FLOOR	10	
3495	1ST FLOOR	10	
3505	1ST FLOOR	10	
3515	1ST FLOOR	10	
3525	1ST FLOOR	10	
3535	1ST FLOOR	10	
3545	1ST FLOOR	10	
3555	1ST FLOOR	10	
3565	1ST FLOOR	10	
3575	1ST FLOOR	10	
3585	1ST FLOOR	10	
3595	1ST FLOOR	10	
3605	1ST FLOOR	10	
3615	1ST FLOOR	10	
3625	1ST FLOOR	10	
3635	1ST FLOOR	10	
3645	1ST FLOOR	10	
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3745	1ST FLOOR	10	
3755	1ST FLOOR	10	
3765	1ST FLOOR	10	
3775	1ST FLOOR	10	
3785	1ST FLOOR	10	
3795	1ST FLOOR	10	
3805	1ST FLOOR	10	
3815	1ST FLOOR	10	
3825	1ST FLOOR	10	
3835	1ST FLOOR	10	
3845	1ST FLOOR	10	
3855	1ST FLOOR	10	
3865	1ST FLOOR	10	
3875	1ST FLOOR	10	
3885	1ST FLOOR	10	
3895	1ST FLOOR	10	
3905	1ST FLOOR	10	
3915	1ST FLOOR	10	
3925	1ST FLOOR	10	
3935	1ST FLOOR	10	
3945	1ST FLOOR	10	
3955	1ST FLOOR	10	
3965	1ST FLOOR	10	
3975	1ST FLOOR	10	
3985	1ST FLOOR	10	
3995	1ST FLOOR	10	
4005	1ST FLOOR	10	
4015	1ST FLOOR	10	
4025	1ST FLOOR	10	
4035	1ST FLOOR	10	
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4065	1ST FLOOR	10	
4075	1ST FLOOR	10	
4085	1ST FLOOR	10	
4095	1ST FLOOR	10	
4105	1ST FLOOR	10	
4115	1ST FLOOR	10	
4125	1ST FLOOR	10	

Owner Exhibit C (VE)



OHL
Building

City of Pompano Beach Public Library and Cultural Arts Center
100% CD GMP

Date of Estimate: May 09, 2014

Basis for Estimate: 100% CDs Plans Dated 2/27/2014

RECAP

Division	Description	100% CD- GMP
1	General Requirements	\$ 250,950
1	Reimbursable General Conditions	\$ -
2	Site Work	\$ 2,070,504
3	Concrete	\$ 1,625,000
4	Masonry	\$ -
5	Metals	\$ 2,193,812
6	Woods & Plastics	\$ 146,293
7	Thermal Moisture	\$ 792,416
8	Doors & Windows	\$ 1,299,249
9	Finishes	\$ 2,884,159
10	Specialties	\$ 83,221
11	Equipment	\$ 827,580
12	Furnishings	\$ 271,756
13	Special Construction	\$ -
14	Conveying Systems	\$ 469,600
15	Mechanical	\$ 2,299,540
16	Electrical	\$ 1,467,950
	Subtotal	\$ 16,682,030
	General Conditions	\$ 1,156,232
	Contingency	\$ 445,957
	Insurance	\$ 182,842
	Fee	\$ 923,353
	Bond	\$ 193,904
	Total	\$ 19,584,318
	Subtotal Alternates/Value Engineering	\$ (2,484,575)
	Revised Estimate With Cost Savings (see attached for breakdowns)	\$ 17,099,743



OHL
Building

City of Pompano Beach Public Library and Cultural Arts Center

Adjustments to Meet Project Budget

5/9/2014

	Description	Savings
	Selected Value Engineering with Mark Ups (see Value Engineering Summary)	\$ (1,489,656)
	Tax Savings on \$17,100,000 (3%) (Allowance)	\$ (513,000)
Alt #1	Delete from scope of work the cast in place planter walls at Civic Plaza and instead provide earth berms at 45 degrees to maintain existing slopes as shown on drawings.	\$ (181,000)
Alt #2	Provide alternative metal roofing complying with Florida Product Approval and wind pressures at Contractor's option.	N/A
Alt #3	Delete from scope of work all articulated exterior stucco ceilings at underbelly of Cultural Center lobby and Library and replace with flat stucco ceilings. Delete articulated stucco, framing, and metal lath for columns at underbellies and replace with straight metal framing, lath, and stucco 30" square completely vertical. As part of this deductive alternate, also replace articulated ceilings at interior of Library waiting area with flat drywall ceilings.	\$ (155,290)
Alt #4	Delete from the scope of work all articulated drywall floating ceilings at Library Reading Room (second floor) and Cultural Center lobby (second floor). Replace with a floating drywall ceiling simply sloped to follow structure above, hanging 3'-0" below structure.	\$ (28,945)
Alt #5	Delete epoxy flooring throughout project and replace with sealed concrete.	\$ (43,420)
Alt #6	Delete epoxy terrazzo flooring throughout project and replace with polished concrete architectural finish grade.	\$ (59,780)
Alt #7	Provide for alternate manufacturers for fold down audience seating in Cultural Center Multi-Purpose Room. Submit manufacturer data from alternate manufacturers and models for approval by A/E.	in base bid
Alt #8	Delete flat floor mounted movable seating at Cultural Center Multi-Purpose Room from scope of work. Do NOT include as part of this deductive alternate the remaining fold down audience seating, which shall remain in scope.	\$ (13,484)
	Subtotal Cost Reduction Savings	\$ (2,484,575)

City of Pompano Beach Public Library and Cultural Arts Center
100% CD GMP
VALUE ENGINEERING SUMMARY
Date of Estimate: May 09, 2014
Basis for Estimate: 100% CDs Plans Dated 2/27/2014

	Description	Savings
Div 2		
1	Replace Concrete Pavers with Concrete Sidewalks	not accepted
1a	Replace Concrete Pavers with a Local Supplier in lieu of Specified	included in pricing
2	Eliminate Estate Fencing	included in pricing
3	Use prefabricated bench seats in lieu of Sand Blast Finish Cast-In-Place Concrete Benches (\$100.00/LF Design-To Allowance)	included in pricing
4	Delete Retaining Walls and Slope Sides of Retention Areas	SEE ALTERNATE #1
5	Landscape design to allowance: Alternate palms in lieu of Medjool, reduce height of trees to by 2-4', reduce groundcover/shrub quantity	\$ (90,000)
6	Irrigation VE target	\$ (15,000)
7	Delete concrete benches	\$ (22,000)
Div 3		
8	Use Framing, lath and plaster in lieu of Precast Concrete Wall Panels	included in pricing
Div 5 and 8 Curtain Wall		
9	Simplify Curtain Wall Support Framing	included in pricing
10	Simplify Curtain Wall for Marks W26, W27 and W32	included in pricing
Div 7		
11	Use SV-Crimp Roof in lieu of Standing seam (No 20 yr. NDL)	SEE ALTERNATE #2
Div 8		
12	Remove Metal Wall Panels at Curtain Wall Returns	included in pricing
13	Remove 5" Projections from Curtain Wall Mullions and use Standard 5/16"	included in pricing
Div 9		
14	Simplify Drywall Ceilings and reduce Elevation Variations	SEE ALTERNATE #4
15	Simplify Stucco design at columns and exterior ceilings	SEE ALTERNATE #3
16	Delete Epoxy Flooring and use a concrete sealer	SEE ALTERNATE #5
17	VE Carpet tiles	\$ (10,000)
18	VE wood flooring at multipurpose- use Duracushion II, 3rd grade maple	\$ (10,805)
19	Delete terrazzo at stairs and use alternate stair design w/open risers	\$ (47,000)
Div 11		
20	"Design to Allowance" for Performance Systems	\$ (402,080)
21	Kitchen Equipment - Defer to Future Date	\$ (125,500)
Div 12		
22	Jezet Galant Chairs with Wooden Rear Panel	n/a
22a	Irwin Telescoping Marquee Chair	included in pricing

VALUE ENGINEERING SUMMARY

Date of Estimate: May 09, 2014

Basis for Estimate: 100% CDs Plans Dated 2/27/2014

Description		Savings
Div 14		
23	Use Mowrey Elevator in Lieu of Schindler	\$ (160,475)
Div 15 MECHANICAL		
24	Standard sump pump in lieu of Park sump pump specified	\$ (10,000)
25	Change copper water piping to schedule 40 and 80 CPVC	\$ (6,000)
26	Air cooled Chillers in lieu of CW	\$ (100,000)
27	Grooved pipe in lieu of welded	not priced
28	Butterfly valves in lieu of gate valves	included in pricing
29	Lay-in grilles in lieu of Linear Diffusers	not priced
30	Delete 10 VAV's	full design included
31	PVC Condenser Water pipe in lieu of Steel	not priced
32	304 S/S Cooling towers in lieu of 316 S/S	not priced
Div 16 Electrical		
33	Delete the Lightning Protection system	\$ (19,900)
34	Lighting Package Alternate keeping the LED fixtures	\$ (27,200)
35	Additional deduct Removing the LED fixtures	\$ (12,000)
36	Aluminum Feeders Note: The aluminum VE is minimal due to the fact that FPL is providing the secondary wiring to the CT cabinets and change bus from copper to aluminum	\$ (5,790)
37	Remove the requirement for a fire alarm true site station	\$ (13,200)
38	Change to series breakers	\$ (4,200)
39	Change breakers 400 amp and above to Therman-Mag trip type	\$ (1,790)
General Scope Reductions		
40	Reduce Overall Height of the building by 5'-0"	included in pricing
41	Delete BIM	\$ (80,000)
42	Remove Bond Requirement	\$ (193,904)
43		
44		
45		
Sub-Total		\$ (1,356,844)
Contingency 2.50%		\$ (33,921)
Insurance 1.00%		\$ (13,908)
Fee 5.00%		\$ (70,234)
Bond 1.00%		\$ (14,749)
Total		\$ (1,489,656)

Date of Estimate: May 09, 2014
Basis for Estimate: 100% CDs Plans Dated 2/27/2014

City of Pompano Beach Public Library and Cultural Arts Center
100% CD GMP

ALTERNATES

BID DEDUCTIVE ALTERNATES

Deductive Alternate No. 1: Delete from scope of work the cast in place planter walls at Civic Plaza and instead provide earth berms at 45 degrees to maintain existing slopes as shown on drawings.	\$	(181,000.00)
Deductive Alternate No. 2: Provide alternative metal roofing complying with Florida Product Approval and wind pressures at Contractor's option.		N/A
Deductive Alternate No. 3: Delete from scope of work all articulated exterior stucco ceilings at underbelly of Cultural Center Lobby and Library and replace with flat stucco ceilings. Delete articulated stucco, framing, and metal lath for columns at underbellies and replace with straight metal framing, lath, and stucco 30" square completely vertical. As part of this deductive alternate, also replace articulated ceilings at interior of Library waiting area with flat drywall ceilings.	\$	(155,290.00)
Deductive Alternate No. 4: Delete from the scope of work all articulated drywall floating ceilings at Library Reading Room (second floor) and Cultural Center Lobby (second floor). Replace with a floating drywall ceiling simply sloped to follow structure above, hanging 3'-0" below structure.	\$	(28,945.00)
Deductive Alternate No. 5: Delete epoxy flooring throughout project and replace with sealed concrete.	\$	(43,420.00)
Deductive Alternate No. 6: Delete epoxy terrazzo flooring throughout project and replace with polished concrete architectural finish grade.	\$	(59,780.00)
Deductive Alternate No. 7: Provide for alternate manufacturers for fold down audience seating in Cultural Center Multi-Purpose Room. Submit manufacturer data from alternate manufacturers and models for approval by A/E.		in base bid
Deductive Alternate No. 8: Delete flat floor mounted movable seating at Cultural Center Multi-Purpose Room from scope of work. Do NOT include as part of this deductive alternate the remaining fold down audience seating, which shall remain in scope.	\$	(13,484.00)
TOTAL	\$	(481,919.00)

BID ADDITIVE ALTERNATE

Additive Alternate No. 1: Provide metal picket fencing and gates in lieu of chain link fencing shown on drawings at Service area.	\$	37,680.00
Additive Alternate No. 2: Provide for articulated drywall ceilings and columns at interior of Library as per sketch attached to this section as EXHIBIT A.	\$	86,219.00
TOTAL	\$	123,899.00

SUPPLEMENTAL ALTERNATES

Add 78 Marquee chairs on moveable bases as shown in TC drawings for thrust stage arrangement	\$	33,327.00
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City of Pompano Beach Public Library and Cultural Arts Center

Date of Estimate: May 05, 2014

100% CD GMP

Basis for Estimate: 100% CDs Plans Dated 2/27/2014

DETAIL

100% CD Estimate										
Item No.	Description	Notes	Unit Type	Units	Unit Cost	Subtotal	Adjustment	Total	Division Total	Cost per SF
1000	General Requirements		Lump	1	\$ 250,950.00	\$ 250,950.00	\$ -	\$ 250,950.00		\$ 5.46
									\$ 250,950.00	
	General Project Items									
1010	Permit Fees		By Owner	0	\$ -	\$ -	\$ -	\$ -		\$ -
1020	Permit Processing		By Owner	0	\$ -	\$ -	\$ -	\$ -		\$ -
1030	Art In Public Places		Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
1040	Build Vista	By Owner	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
									\$ -	\$ -
	Division 2: Sitework									
2000	Removals		Lump	1	\$ 30,565.00	\$ 30,565.00	\$ -	\$ 30,565.00		\$ 0.66
2010	Earthwork for Sitework		Lump	1	\$ 167,595.00	\$ 167,595.00	\$ -	\$ 167,595.00		\$ 3.64
2011	Earthwork for Buildings	In 2010	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
2012	Paving		Lump	1	\$ 365,830.00	\$ 365,830.00	\$ -	\$ 365,830.00		\$ 7.95
2013	Water Distribution System (Potable and Fire)		Lump	1	\$ 167,850.00	\$ 167,850.00	\$ -	\$ 167,850.00		\$ 3.65
2014	Site Concrete (Sidewalks, curb and gutter, etc)		Lump	1	\$ 140,670.00	\$ 140,670.00	\$ -	\$ 140,670.00		\$ 3.06
2015	Wastewater Collection (Sanitary Sewer)		Lump	1	\$ 31,520.00	\$ 31,520.00	\$ -	\$ 31,520.00		\$ 0.69
2016	Pavement Removal and Replacement	In 2010	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
2017	Pavement Marking		Lump	1	\$ 10,765.00	\$ 10,765.00	\$ -	\$ 10,765.00		\$ 0.23
2018	Storm Drainage Structures, Pipe, and Fittings		Lump	1	\$ 385,190.00	\$ 385,190.00	\$ -	\$ 385,190.00		\$ 8.37
2019	Rain Tank	In 2018	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
2020	Cast-in-Place Concrete Wall (Sandblast Finish)		Lump	1	\$ 185,000.00	\$ 185,000.00	\$ -	\$ 185,000.00		\$ 4.02
2021	Precast Concrete Benches		Each	1	\$ 22,000.00	\$ 22,000.00	\$ -	\$ 22,000.00		\$ 0.48
2022	Skate Guards	DELETED	Each	0	\$ -	\$ -	\$ -	\$ -		\$ -
2023	Irrigation System		Lump	1	\$ 100,892.00	\$ 100,892.00	\$ -	\$ 100,892.00		\$ 2.19
2024	Chain Link Fences and Gates		Lump	1	\$ 17,690.00	\$ 17,690.00	\$ -	\$ 17,690.00		\$ 0.38
2025	Galvanized Estate Fence and Gates	DELETED	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
2026	Aluminum Louver Gates	In division 5	Lump	0	\$ -	\$ -	\$ -	\$ -		\$ -
2027	Temporary Fencing and Gates	Estimate	LF	2,744	\$ 14.00	\$ 31,416.00	\$ -	\$ 31,416.00		\$ 0.68
2028	Traffic Signs	In 2012	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
2029	Planting		Lump	1	\$ 246,000.00	\$ 246,000.00	\$ -	\$ 246,000.00		\$ 5.35
2030	Sodding	In 2029	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
2031	Precast Concrete Pavers		Lump	1	\$ 107,150.00	\$ 107,150.00	\$ -	\$ 107,150.00		\$ 2.33
2032	Precast Concrete Pavers G-2	DELETED		0	\$ -	\$ -	\$ -	\$ -		\$ -
2033	Precast Concrete Pavers Mock Up 2ea 8'x16' min	Allowance	SF	256	\$ 20.00	\$ 5,120.00	\$ -	\$ 5,120.00		\$ 0.11
2034	Site Sidewalks	In 2014	SF	10,225	\$ -	\$ -	\$ -	\$ -		\$ -
2035	Bicycle Racks 2 racks of 13 bikes each		Each	2	\$ 1,688.00	\$ 3,376.00	\$ -	\$ 3,376.00		\$ 0.07
2036	SWPPP		Lump	1	\$ 8,875.00	\$ 8,875.00	\$ -	\$ 8,875.00		\$ 0.19



City of Pompano Beach Public Library and Cultural Arts Center

Date of Estimate: May 09, 2014

100% CD GMP

Basis for Estimate: 100% CD Plans Dated 2/27/2014

DETAIL

100% CD Estimate									
Item No.	Description	Notes	Unit Type	Units	Unit Cost	Subtotal	Adjustment	Total	Division Total
2037	Ground Penetrating Radar/Soft Dig		Lump	1	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 0.17
2038	Mis Site Restoration		Lump	1	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	
2039	Mis Site Relocations	Allowance	Lump	1	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	
2040	Casual Dewatering	Allowance	Lump	1	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 0.22
2041	Pedestrian Luminaire	In Electrical	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ 2,070,504.00	
	Division 3: Concrete								
3000	Cast-In-Place Concrete Structure		Lump	1	\$ 1,685,000.00	\$ 1,685,000.00	\$ (60,000.00)	\$ 1,625,000.00	\$ 35.33
3010	Site-Cast Architectural Panels (Metal Crete)	DELETED		0	\$ -	\$ -	\$ -	\$ -	\$ -
3020	Project Mockup		Lump	0	\$ -	\$ -	\$ -	\$ -	\$ -
3030	Lightweight Insulating Concrete	In Div 7	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ 1,625,000.00	\$ -
	Division 4: Masonry								
4000	Reinforced Masonry	In 3000	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	
	Division 5: Metals								
5000	Structural Steel		Lump	1	\$ 2,174,462.00	\$ 2,174,462.00	\$ -	\$ 2,174,462.00	\$ 47.27
2040	Steel Joists	In 5000	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
2050	Steel Deck	In 5000	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
5030	Cold-Formed Metal Framing	In Div 5	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
5040	Metal Fabrications	In 5000	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
5050	Metal Handrails and Railings	In 5000	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
5090	Glass Railing	Allowance	LF	86	\$ 225.00	\$ 19,350.00	\$ -	\$ 19,350.00	\$ 0.42
								\$ 2,193,812.00	
	Division 6: Wood and Plastic								
6000	Carpentry	Estimate	Lump	1	\$ 45,000.00	\$ 45,000.00	\$ -	\$ 45,000.00	\$ 0.98
6010	Architectural Woodwork		Lump	1	\$ 101,293.00	\$ 101,293.00	\$ -	\$ 101,293.00	\$ 2.20
								\$ 146,293.00	
	Division 7: Thermal and Moisture Protection								
7000	Fluid Applied Waterproofing		Lump	1	\$ 19,950.00	\$ 19,950.00	\$ 3,500.00	\$ 23,450.00	\$ 0.51
7010	Building Insulation	In Div 9	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
7020	Spray Applied Fire Resistive Materials	2-hr	Lump	1	\$ 144,196.00	\$ 144,196.00	\$ 5,933.00	\$ 150,129.00	\$ 3.35
7030	Intumescent Paint for Curtain Wall Framing	1-hr	Lump	1	\$ 131,222.00	\$ 131,222.00	\$ 5,260.00	\$ 136,482.00	\$ 2.97
7040	Firestopping and Smoke Barrier Caulking	In Trades	Lump	1	\$ -	\$ -	\$ -	\$ -	\$ -
7050	Standing Seam Metal Roofing	In 7060	Lump	0	\$ -	\$ -	\$ -	\$ -	\$ -



City of Pompano Beach Public Library and Cultural Arts Center

Date of Estimate: May 09, 2014

100% CD GMP

Basis for Estimate: 100% CDs Plans Dated 2/27/2014

DETAIL

100% CD Estimate										
Item No.	Description	Notes	Unit Type	Units	Unit Cost	Subtotal	Adjustment	Total	Division Total	Cost per SF
7060	SBS Modified Bitumen Roofing		Lump	1	\$ 465,465.00	\$ 465,465.00	\$ -	\$ 465,465.00		\$ 10.12
7070	Terrace Pavers at Roof (NDA requires ceramic tile)	In 7060	SF	858	\$ -	\$ -	\$ -	\$ -		\$ -
7080	Hatches	Estimate	Lump	1	\$ 4,400.00	\$ 4,400.00	\$ -	\$ 4,400.00		\$ 0.10
7090	Joint Sealers		Lump	1	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 8,500.00		\$ 0.18
									\$ 792,416.00	
	Division 8: Doors and Windows									
8000	Steel Doors and Frames		Lump	1	\$ 128,769.00	\$ 128,769.00	\$ -	\$ 128,769.00		\$ 2.90
8010	Wood Doors	In 8000	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
8020	Sliding Wood Door		Each	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00		\$ 0.08
8030	Labor to Install Doors	Estimate	Each	1	\$ 22,000.00	\$ 22,000.00	\$ -	\$ 22,000.00		\$ 0.48
8040	Access Panels	Estimate	Lump	1	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00		\$ 0.11
8050	Insulated Overhead Colling Doors		Lump	1	\$ 27,000.00	\$ 27,000.00	\$ -	\$ 27,000.00		\$ 0.59
8060	Aluminum Curtain Wall and Storefront System		Lump	1	\$ 1,087,980.00	\$ 1,087,980.00	\$ -	\$ 1,087,980.00		\$ 23.63
8070	Metal Wall Panels	not required	SF	0	\$ -	\$ -	\$ -	\$ -		\$ -
8080	Glass and Glazing Mock Up		Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
8090	Finish Hardware	In 8000	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
8100	Glass and Glazing		Lump	1	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00		\$ 0.22
8200	Curtain Wall Cleaning	Estimate	Lump	1	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00		\$ 0.33
8300	Horizontal Sliding Security Grilles	In 8090	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
									\$ 1,299,249.00	
	Division 9: Finishes									
9000	Metal Studs, Metal Lath, Suspension Ceilings, Plaster, and Stucco		Lump	1	\$ 977,215.00	\$ 977,215.00	\$ -	\$ 977,215.00		\$ 21.24
9010	Gypsum Wallboard		Lump	1	\$ 854,706.00	\$ 854,706.00	\$ -	\$ 854,706.00		\$ 18.58
9020	General Trade Labor	Estimate	Lump	1	\$ 148,393.00	\$ 148,393.00	\$ -	\$ 148,393.00		\$ 3.23
9030	Ceramic and Porcelain Tile		Lump	1	\$ 117,650.00	\$ 117,650.00	\$ -	\$ 117,650.00		\$ 2.56
9040	Quarry Tile	In 9030	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
9050	Acoustical Ceilings		Lump	1	\$ 43,900.00	\$ 43,900.00	\$ -	\$ 43,900.00		\$ 0.95
9060	Acoustical Wall and Ceiling Treatment		Lump	1	\$ 46,600.00	\$ 46,600.00	\$ -	\$ 46,600.00		\$ 1.01
9070	Wood Flooring		Lump	1	\$ 58,585.00	\$ 58,585.00	\$ -	\$ 58,585.00		\$ 1.27
9080	Linoleum Flooring		Lump	1	\$ 68,524.00	\$ 68,524.00	\$ -	\$ 68,524.00		\$ 1.49
9085	Polished Concrete		Lump	1	\$ 29,175.00	\$ 29,175.00	\$ -	\$ 29,175.00		\$ 0.63
9090	Epoxy Terrazzo		Lump	1	\$ 113,372.00	\$ 113,372.00	\$ -	\$ 113,372.00		\$ 2.47
9095	Epoxy Terrazzo stair #3		Lump	1	\$ 101,214.00	\$ 101,214.00	\$ -	\$ 101,214.00		\$ 2.20
9100	Moisture Mitigation/Crack Suppression	Estimate	Lump	1	\$ 8,900.00	\$ 8,900.00	\$ -	\$ 8,900.00		\$ 0.19
9200	Carpet Tile		Lump	1	\$ 85,986.00	\$ 85,986.00	\$ -	\$ 85,986.00		\$ 1.87
9300	Rubber Flooring	none	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
9400	Epoxy Resin Flooring with Integral Cove Base		Lump	1	\$ 45,420.00	\$ 45,420.00	\$ -	\$ 45,420.00		\$ 0.99
9500	Sandblast Finish of Site Walls	Estimate	SF	1,600	\$ 5.00	\$ 8,000.00	\$ -	\$ 8,000.00		\$ 0.17



City of Pompano Beach Public Library and Cultural Arts Center

Date of Estimate: May 09, 2014

Bids for Estimate: 100% CDs Plans Dated 2/27/2014

100% CD GMP

DETAIL

			100% CD Estimate							
Item No.	Description	Notes	Unit Type	Units	Unit Cost	Subtotal	Adjustment	Total	Division Total	Cost per SF
9900	Painting		Lump	1	\$ 176,320.00	\$ 176,320.00	\$ -	\$ 176,320.00		\$ 3.83
									\$ 2,884,159.00	
	Division 10: Specialties									
10000	Solid Plastic Toilet Partitions		Lump	1	\$ 17,890.00	\$ 17,890.00	\$ -	\$ 17,890.00		\$ 0.39
10100	Wall Louvers		Lump	1	\$ 10,728.00	\$ 10,728.00	\$ -	\$ 10,728.00		\$ 0.23
10200	Flagpoles		Lump	1	\$ 4,650.00	\$ 4,650.00	\$ -	\$ 4,650.00		\$ 0.10
10300	Identifying Devices		Lump	1	\$ 20,681.00	\$ 20,681.00	\$ -	\$ 20,681.00		\$ 0.45
10400	Metal Lockers		Lump	1	\$ 3,258.00	\$ 3,258.00	\$ -	\$ 3,258.00		\$ 0.07
10500	Fire Extinguishers		Lump	1	\$ 2,540.00	\$ 2,540.00	\$ -	\$ 2,540.00		\$ 0.06
10600	Toilet Room Accessories		Lump	1	\$ 14,159.00	\$ 14,159.00	\$ -	\$ 14,159.00		\$ 0.31
10700	Metal Entry Grating		Lump	1	\$ 9,315.00	\$ 9,315.00	\$ -	\$ 9,315.00		\$ 0.20
									\$ 83,221.00	\$ -
	Division 11: Equipment									
11010	Kitchen Equipment	Allowance	Lump	1	\$ 125,500.00	\$ 125,500.00	\$ -	\$ 125,500.00		\$ 2.73
11062	Performance Systems - Pipe Grid / Cabinets		Lump	1	\$ 81,750.00	\$ 81,750.00	\$ -	\$ 81,750.00		\$ 1.76
11070	Performance Systems- Relocatable Lights		Allowance	1	\$ 52,000.00	\$ 52,000.00	\$ -	\$ 52,000.00		\$ 1.13
11961	Performance Systems - Lighting/Power/Controls		Lump	1	\$ 171,330.00	\$ 171,330.00	\$ -	\$ 171,330.00		\$ 3.72
11969	Performance Systems - SVC Scope		Lump	1	\$ 397,000.00	\$ 397,000.00	\$ -	\$ 397,000.00		\$ 8.63
									\$ 877,580.00	
	Division 12: Furnishings									
12000	Window Treatment		Lump	1	\$ 6,662.00	\$ 6,662.00	\$ -	\$ 6,662.00		\$ 0.14
12100	Fold-Down Audience Seating		Lump	1	\$ 263,444.00	\$ 263,444.00	\$ -	\$ 263,444.00		\$ 5.73
12200	Telescoping Seating Risers	In 12100	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
12300	Booth Drop Doors		Lump	1	\$ 1,650.00	\$ 1,650.00	\$ -	\$ 1,650.00		\$ 0.04
									\$ 271,756.00	
	Division 13: Special Construction									
13000	Telephone and Data Raceway System	In Div 16	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
13100	Television/Radio Frequency Systems	In Div 16	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
13200	Intrusion Detection System	In Div 16	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
13300	Card Access Control System	By Owner	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
13400	Energy and Building Automation	In Div 15 - HVAC	Lump	1	\$ -	\$ -	\$ -	\$ -		\$ -
									\$ -	
	Division 14: Conveyance Systems									
14000	Hydraulic Passenger & Freight Elevators		Lump	1	\$ 462,500.00	\$ 462,500.00	\$ -	\$ 462,500.00		\$ 10.05
14100	Run Time (To Patch Shaft)	Estimate	HR	40	\$ 140.00	\$ 5,600.00	\$ -	\$ 5,600.00		\$ 0.12

Burden Rate
Project Duration in Months
Project Duration in Weeks

51.00%
14
60

City of Pompano Beach Public Library and Cultural Arts Center
100% CDs
General Conditions Breakdown

Item	Participation	Unit Type	Units	Unit Cost	Subtotal	Burden	Total
GENERAL CONDITIONS							
Project Executive		Weeks	66	\$ 600.00	\$ 39,720.00	\$ 20,257.20	\$ 59,977.20
Project Manager	Ruben Tapia	Weeks	66	\$ 3,019.23	\$ 199,873.08	\$ 101,935.27	\$ 301,808.35
Project Engineer		Weeks	60	\$ 1,200.00	\$ 72,240.00	\$ 36,842.40	\$ 109,082.40
Safety		Months	14	\$ 1,500.00	\$ 21,000.00	\$ -	\$ 21,000.00
Secretary /Office Mgr		Weeks	60	\$ 750.00	\$ 45,150.00	\$ 23,026.50	\$ 68,176.50
Clerk	Not Required	Weeks	0	\$ -	\$ -	\$ -	\$ -
Accounting/Recip/Tax Savings Coordinator		Weeks	27	\$ 1,100.00	\$ 29,700.00	\$ 15,147.00	\$ 44,847.00
Sr Project Superintendent		Weeks	62	\$ 2,500.00	\$ 155,000.00	\$ 79,050.00	\$ 234,050.00
Project Superintendent One		Weeks	0	\$ -	\$ -	\$ -	\$ -
Project Superintendent Two	Not Required	Weeks	0	\$ -	\$ -	\$ -	\$ -
Assistant Superintendent		Weeks	30	\$ 1,500.00	\$ 45,000.00	\$ 22,950.00	\$ 67,950.00
Field Engineer	Not Required	Weeks	0	\$ -	\$ -	\$ -	\$ -
Assistant Project Manager	Not Required	Weeks	0	\$ -	\$ -	\$ -	\$ -
Lead Administrator	Pablo Gonzalez	Weeks	61	\$ 300.00	\$ 18,360.00	\$ 9,363.60	\$ 27,723.60
Phone/DSL Service		Months	14	\$ 900.00	\$ 12,600.00	\$ -	\$ 12,600.00
Phone Installation	In Electrical	Lump	1	\$ -	\$ -	\$ -	\$ -
Cell Phones Monthly		Months	16	\$ 500.00	\$ 8,000.00	\$ -	\$ 8,000.00
Computers		Each	2	\$ 4,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
Office Supplies		Months	14	\$ 500.00	\$ 7,000.00	\$ -	\$ 7,000.00
Postage/Fedex		Months	14	\$ 50.00	\$ 700.00	\$ -	\$ 700.00
Copiers		Months	14	\$ 200.00	\$ 2,800.00	\$ -	\$ 2,800.00
Furniture		Lump	1	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
Office Trailer		Months	14	\$ 1,200.00	\$ 16,800.00	\$ -	\$ 16,800.00
Conference Trailer	In Office Trailer	Months	0	\$ -	\$ -	\$ -	\$ -
Trailer Setup/Demo		Lump	1	\$ 6,983.00	\$ 6,983.00	\$ -	\$ 6,983.00
Trailer Clean Up/pestcontrol		Lump	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Drinking Water		Months	14	\$ 50.00	\$ 700.00	\$ -	\$ 700.00
Water Service	In Plumbing	1	\$ -	\$ -	\$ -	\$ -	\$ -
Scheduler	Steve M	Weeks	60	\$ 390.00	\$ 23,400.00	\$ 11,934.00	\$ 35,334.00
BIM		Lump	1	\$ 80,000.00	\$ 80,000.00	\$ -	\$ 80,000.00
CBE Coordinantor		Lump	1	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
Progress Photos	Excludes MultiVista	Months	14	\$ 300.00	\$ 4,200.00	\$ -	\$ 4,200.00
Temporary Partitions	Not Required	1	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Septic Tanks		Months	14	\$ 250.00	\$ 3,500.00	\$ -	\$ 3,500.00
Trash Chutes	None	Lump	1	\$ -	\$ -	\$ -	\$ -
Temporary Lights and Connections	In Electrical	1	\$ -	\$ -	\$ -	\$ -	\$ -
				Subtotal	\$ 635,728.08	\$ 320,505.97	\$ 1,156,232.05
GENERAL REQUIREMENTS							
Temporary Fence / Barricades	In COW	LF	0	\$ 14.00	\$ -	\$ -	\$ -
Temp Signs		Lump	1	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
General Trade Labor	In COW	Weeks	0	\$ 900.00	\$ -	\$ -	\$ -
Misc Equipment/Small Tools		Months	14	\$ 300.00	\$ 4,200.00	\$ -	\$ 4,200.00
Safety Equipment		Months	14	\$ 800.00	\$ 11,200.00	\$ -	\$ 11,200.00
Storage Trailers		Months	14	\$ 300.00	\$ 4,200.00	\$ -	\$ 4,200.00
Temporary Electric		14	\$ 3,500.00	\$ 49,000.00	\$ -	\$ 49,000.00	
Site Security		Months	0	\$ -	\$ -	\$ -	\$ -
Perimeter Protection maintenance		Weeks	30	\$ 250.00	\$ 7,500.00	\$ -	\$ 7,500.00
Lull/ Fork Lift		Months	0	\$ -	\$ -	\$ -	\$ -
Fuels and Lubricants		Months	14	\$ 600.00	\$ 8,400.00	\$ -	\$ 8,400.00
Misc Equipment and Rentals		Months	14	\$ 2,000.00	\$ 28,000.00	\$ -	\$ 28,000.00
Stair Scaffold System		Lump	0	\$ -	\$ -	\$ -	\$ -
Opening Protection		Months	14	\$ 250.00	\$ 3,500.00	\$ -	\$ 3,500.00
Final Clean Up		Sq.Ft.	46000	\$ 0.45	\$ 20,700.00	\$ -	\$ 20,700.00
Window Cleaning	In Div 8	soft	0	\$ -	\$ -	\$ -	\$ -
Mock up Construction	In COW	LS	0	\$ -	\$ -	\$ -	\$ -
Surveying		Lump	1	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00
Dumpsters		Each	150.5	\$ 500.00	\$ 75,250.00	\$ -	\$ 75,250.00
				Subtotal	\$ 250,950.00	\$ -	\$ 250,950.00
				Grand Total			\$ 1,407,182.05
				Per Month			\$ 100,513.00



OHL
Building

City of Pompano Beach Public Library and Cultural Arts Center

100% CD GMP

Schedule of Allowances

Date of Estimate: May 09, 2014

Basis for Estimate: 100% CDs Plans Dated 2/27/2014

	Description	Units
1	Precast Concrete Pavers Mock Up 2ea 8'x16' min	\$ 5,120.00
2	Miscellaneous Site Relocations	\$ 15,000.00
3	Casual Dewatering	\$ 10,000.00
4	Glass Railing	\$ 19,350.00
5	Kitchen Equipment	\$ 125,500.00
6	Performance Systems- Relocatable Lights	\$ 52,000.00
7		
8		
9		
10		
	TOTAL	\$ 226,970.00

ASSUMPTIONS & CLARIFICATIONS

DIVISION 1 – GENERAL

WE HAVE INCLUDED

- 100% Construction Documents Dated February 27, 2014 by Silva Architects
- Full time staff for complete construction including supervision and support
- Cost Savings VE items will be considered an allowance until re-design confirms cost savings. Cost saving are based on items listed on "Adjustments to meet Project Budget Sheet" dated 5/9/2014 and "Selected Value Engineering Summary" dated 5/9/2014 (Included in Exhibit C of Contract)

WE HAVE NOT INCLUDED

- Hazardous materials removal or soils testing
- Any systems, product or materials testing
- Design Fees
- Environmental consulting fees
- Off-site storage
- Builders Risk Insurance which must be provided by owner
- Threshold inspection and any other inspection fees
- Removal, disposal, handling, or identification of hazardous wastes including but not limited to asbestos, fuel, refrigerants, PCB, Mercury, lead, petroleum impacted soil and other hazardous waste
- Security guard or temporary site lighting for nighttime security
- Design and/or engineering fees
- Permit fees
- Impact fees

DIVISION 2 – SITEWORK

WE HAVE INCLUDED

- Pavers have been priced as locally sourced, standard color and size (4"x8"x2 3/8" as manufactured by Old Castle).
- Allowance for casual de-watering.
- Benches have been priced as precast concrete as manufactured by Wausau

WE HAVE NOT INCLUDED

- Vibro Replacement as defined on Page 3 of the Geotechnical Report
- Easements
- Well Point dewatering system or other "Site Wide" dewatering.
- Relocation of any existing trees.
- Any work or value associated with Tree Valuation sheets L-1 through- L-3

DIVISION 3 and 4– CONCRETE AND MASONRY

WE HAVE INCLUDED

- Concrete and masonry as shown on documents

WE HAVE NOT INCLUDED

- Materials testing

ASSUMPTIONS & CLARIFICATIONS

DIVISION 5: METALS

WE HAVE INCLUDED:

- Structural steel and miscellaneous steel as designed
- An allowance for glass Railing

WE HAVE NOT INCLUDED

- Painting of concealed structural steel members

DIVISION 6 – WOOD AND PLASTIC

WE HAVE INCLUDED

- Cabinets as shown on documents
- Standard cabinet hardware

WE HAVE NOT INCLUDED

- Fire rated materials.
- Library Circulation Desk and Service Desks

DIVISION 7: THERMAL AND MOISTURE PROTECTION

WE HAVE INCLUDED:

- Roofing system as shown on documents
- Fluid applied waterproofing for concrete eyebrows
- 20 Year NDL
- Waterproofing of the elevator pits
- Spray applied fire proofing of structural steel second floor deck to be 2-hr fire rated.
- Intumescent paint as required to achieve a 1 hour fire rating at the curtain wall framing
- Roof hatches

WE HAVE NOT INCLUDED

- Smoke vents at stage
- Spray fire proofing at hi bay area of the library
- Building envelop consultant

DIVISION 8 – DOORS AND WINDOWS

WE HAVE INCLUDED:

Doors, Frames and Hardware:

- Hardware has been included per supplier prepared hardware schedule based on hardware sets in the specification.
- STC wood doors have been priced as standard doors without acoustical rating

Exterior Overhead Coiling Doors:

- Exterior Impact resistant insulated overhead coiling doors - manually operated.

ASSUMPTIONS & CLARIFICATIONS

Windows/Curtainwall:

- The exterior fixed glazing framing system will be the pre-glazed ProTech series as manufactured and installed by the Crawford Tracey Corporation. The glass will be 4-sided structurally glazed to the unitized pre-assembled frame. This system utilizes a perimeter wet seal between the glass lites and the framing members.
- The vertical glazing system will be provided by Crawford Tracey Corporation to meet the wind load pressures based upon calculations indicating the greatest positive pressure of 55.7 PSF for zones 4 and 5 and the greatest negative pressures of 60.4 PSF in zone 4 and 74.6 PSF in zone 5 at the glazing areas. **This system is an alternate to the specified system.**
- The 2 double exterior egress automatic out-swing doors will be medium stile aluminum with laminated glass. The hardware will be the manufacturer's standard devices as tested and / or engineered to comply with impact and structural load requirements.
- The 3 single and 6 double exterior egress manual out-swing doors will be medium stile aluminum with laminated glass. The hardware will be the manufacturer's standard devices as tested and / or engineered to comply with impact and structural load requirements
- Locking devices will be multi-point bolts with key activated cylinders from the exterior and concealed rod emergency panic devices where called for. The push / pulls, 4 inch saddle thresholds and surface mounted overhead operators will be the manufacturer's standard. The pricing includes 2 electric panic devices with these doors. These units have a maximum design pressure rating of +/- 100.0 PSF.
- The 13 single and 5 double interior manual swing doors will be narrow-stile with clear anodized aluminum frames with 1/4 inch clear tempered glass. The hardware will be the manufacturer's standard. Locking devices will be key activated cylinders from the exterior and thumb turn from the interior. The push / pulls, 4 inch saddle thresholds and surface mounted, overhead closers will be the manufacturer's standard. No panic devices are included with these doors.
- The exterior insulated-laminated vision glass for the fixed glazing system shall be clear with a low E coating as manufactured by Viracon.
- The interior glass for this project shall be 1/4 inch clear tempered.
- The exterior insulated-laminated spandrel glass for the fixed glazing system shall be clear with a silkscreen applied on #3 surfaces.

WE HAVE NOT INCLUDED

- STC rating for wood doors
- Card readers and equipment
- Motors or special finish for overhead doors
- Fire rated glass
- Envelope or water intrusion testing

DIVISION 9 – FINISHES

WE HAVE INCLUDED

- Finish materials priced as standard colors unless otherwise noted on specifications.
- Acoustical Wall Panels only in Multi-purpose room priced as diffuser panels, Conwed 1" Guilford FR-701 Fabric
- Standard color aggregates for terrazzo
- Precast terrazzo steps, risers and stringers have been included for stair #3.

ASSUMPTIONS & CLARIFICATIONS

WE HAVE NOT INCLUDED

- Wallcovering.
- Logos or painted items on wood flooring
- Artwork for Public Spaces
- Acoustical panels or baffles in ceilings

DIVISION 10 – SPECIALTIES

WE HAVE INCLUDED

- Solid plastic toilet partitions and screens, floor mounted, overhead braced
- Signage allowance for interior signs for room identification and life safety.
- Exterior cast aluminum address and letters, 18" high, satin finish - allowance of 80 characters

WE HAVE NOT INCLUDED

- Illuminated signs
- Building directories
- Visual display boards
- Projection screens and Projectors
- Book sorter within the book drop area. We have only included the actual book drop doors, one interior and one exterior

DIVISION 11 – EQUIPMENT

WE HAVE INCLUDED

- An allowance of for the Kitchen Equipment package.

DIVISION 12 – FURNISHINGS

WE HAVE INCLUDED

- Drapes at windows with CT-1 designation
- Telescopic seating system bid as manufactured by Irwin Telescopic Seating Company. Marquee chairs (375 seat capacity) and 17 chairs on moveable bases. See alternates for additional chairs on moveable bases.
- Seating platforms have carpet over plywood, standard black powder coat understructure & railings, polypropylene back and standard wood arms.

WE HAVE NOT INCLUDED

- Window treatments other than drapes mentioned above
- Furniture
- Appliances
- AV Equipment
- TVs and TV Brackets
- Book Theft detection system
- Queuing system

ASSUMPTIONS & CLARIFICATIONS

DIVISION 14: ELEVATORS

WE HAVE INCLUDED:

- Elevators priced as manufactured by Schindler. Three MRL Traction passenger elevators and one bore-hole hydraulic freight elevator.
- Elevator Permit Fee and processing

WE HAVE NOT INCLUDED

- Outside alarm bells
- Chair lifts

DIVISION 15 – MECHANICAL

WE HAVE INCLUDED

Mechanical:

- Provide a new chilled water system comprised of two (2) Rotary chillers, six (6) chilled water AHU's, (14) VFD's, (71) VAV boxes, seven (7) ductless mini-split AC units, (1) refrigerant monitor system, one (1) SCBA and related accessories, one (1) cooling tower, (2) condenser water pumps, (2) chilled water pumps, triple duty valves, Butterfly valves on larger piping, suction diffusers, strainers, (1) air separator, (1) expansion tank, (1) chemical pot, and (1) chemical water treatment plant with Poly tanks, thermometer, gauges, and all related accessories per the documents.
- New domestic chilled water black steel pipe, pre-insulated chilled water pipe, insulated ACR copper refrigerant piping and chilled water control valves as required.
- An Energy & Building Automation System per Specification Section 13900.
- Galvanized Sheet Metal Ductwork with externally wrapped insulation, flexible ductwork, fire dampers, fans curbs and sound attenuators as required.
- 15 linear feet of double wall sheet metal ductwork as indicated.
- Tie-in and Integration with Broward County's Siemens Apogee Insight Server per Specification Section 13900, page 3, paragraph C.3.a.1
- Independent Test & Balance per documents.

Plumbing:

- Complete plumbing system per documents inclusive of sanitary sewer, potable water and storm water drainage
- Plumbing fixtures, equipment and materials per documents.
- Coordination with food service vendors
- Condensate drainage system
- Grease waste system as per documents.

Fire sprinklers:

- Provide 100% fire sprinkler coverage in accordance with NFPA 13 light and ordinary hazard coverage not exceeding 225 SF per head and ordinary duty coverage not exceeding 130 SF per head.
- Extended coverage concealed and semi-recessed heads at ceiling areas, brass upright per documents.
- Concealed white sprinkler heads at finish ceilings, 200PSI tested black steel piping as Schedule 10 for 2-1/2" and larger and Schedule 10, XL or Schedule 40 for 2" and smaller.
- One horizontal split case 500GPM @ 60psi Fire Pump system per NFPA 20
- Two (2) Pre-Action Systems per documents
- Deluge fire protection to Cooling Tower area, as indicated.

ASSUMPTIONS & CLARIFICATIONS

WE HAVE NOT INCLUDED

- Fire Pump ATS (no standby generator)
- Pressure Regulating Valves (as fire protection system pressures will not exceed 175PSI)

DIVISION 16 - ELECTRICAL

WE HAVE INCLUDED

- FPL Underground Conduits from Utility Transformer to MSB-C and MDP-L switchboards located in the chiller building.
- 2 each 4" Telephone/Data conduits from utility location indicated on E1.04
- 2 each 4" Comcast conduits from utility location indicated on E1.04
- Furnish and install new distribution equipment as indicated on the one line riser diagram with interconnecting copper feeders.
- Provide and install power wiring for single point connections, and disconnects for all mechanical equipment as per the mechanical documents.
- Complete light fixture package as indicated in the documents.
- Complete direct burial concrete light poles.
- Furnish, install and connect a complete and approved supervised fire alarm system as per the documents. System is based upon a horn/strobe, non-looping, Class B installation.
- Lightning protection system as per documents.

LOW VOLTAGE SYSTEMS:

- Furnish and install backboards, grounding, back boxes, ¾" conduit stub-ups to above accessible ceiling, and pull strings to facilitate the installation of a telephone/data cabling system in accordance with documents.
- Furnish and install back boxes and 2" conduit stub-ups with pull strings to facilitate the installation of card reader stations to be furnished and installed by others per the documents.
- Empty conduit stubs as indicated for Theatrical and A/V systems.
- Connections to kitchen equipment

WE HAVE NOT INCLUDED

- Generator, UPS's or ATS's.
- Unless otherwise noted above – all cabling, Cable Tray, Equipment racks, wire management, devices, terminations, programming, head end equipment and installation of all low voltage systems are provided by others, including but not limited to Telephone, Data, Audio & Visual Systems, Public Address, Access Control, CCTV and CATV.
- FPL primary conduits, cables and transformers
- FPL Fees or other utility fees.
- FPL Secondary Cables from utility transformer, per Riser Detail Notes 1 & 2 on sheet E-501 which specifically states that these are to be provided and installed by FPL (Please note that this is Not Typical).
- Power studies



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
01/14/2014

Holder Identifier:

Certificate No.: 570052652197



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

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

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

CONTACT
NAME:
PHONE
(A/C, No, Ext): (866) 283-7122 FAX
(A/C, No.): 800-363-0103
E-MAIL
ADDRESS:

INSURED
OHL Building, Inc.
7051 s.w. 12th Street
Miami FL 33144 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Insurance Co of the State of PA	19429
INSURER B:	Commerce & Industry Ins Co	19410
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570052652197

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		NO		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5142759	12/31/2013	12/31/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA 1803 796	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000		BE15805687	12/31/2013	12/31/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

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

City of Pompano Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
1190 N.E. 3rd Avenue, Bldg c
Pompano Beach FL 33060 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc of Florida



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2014

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

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

PRODUCER
Seitlin, A MarshMcLennan Agency LLC Co
1000 Corporate Drive
Suite 400
Ft. Lauderdale FL 33334

CONTACT

NAME:

PHONE

(A/C No. Exch)

(954) 938-8788

FAX

(A/C No.)

(954) 938-8566

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Bridgefield Employers Ins. Co.

10701

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
OHL Building, Inc.

7051 SW 12th Street

Miami FL 33144

COVERAGES

CERTIFICATE NUMBER: Cert ID 41024

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPIOP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					\$
	DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		830-50035	1/10/2014	1/10/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of insurance only.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
190 NE 3rd Ave.
Building C
Pompano Beach FL 33060

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

AUTHORIZED REPRESENTATIVE

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