



**ALACHUA COUNTY
CONSTRUCTION MANAGEMENT (CM) AGREEMENT WITH A
GUARANTEED MAXIMUM PRICE FOR BID NO. 21-944**

**PROJECT NO. 8201908
AGREEMENT NO. 11950
CIVIL COURTHOUSE ROOF REPLACEMENT AND SOLAR
INSTALLATION**

CHARLES PERRY PARTNERS, INC.

**CONSTRUCTION MANAGEMENT (CM) AGREEMENT NO. 11950 BETWEEN
ALACHUA COUNTY AND CHARLES PERRY PARTNERS, INC. FOR BID NO. 21-944
– PROJECT NO. 8201908 – CIVIL COURTHOUSE ROOF REPLACEMENT AND
SOLAR INSTALLATION**

THIS AGREEMENT made and entered into on _____, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” and Charles Perry Partners, Inc., a Florida profit corporation with a principle business address located at 8200 NW 15th Place Suite B, Gainesville, FL 32606, hereinafter referred to as “Construction Manager” (collectively, hereinafter County and Construction Manager referred to as “Parties”). This Agreement requires the Construction Manager to perform all work (“Work”), as more particularly described below, in connection with the procurement, management and construction of the Civil Courthouse Roof Replacement and Solar Installation (“Project”), said construction being set forth in the plans and specifications being prepared by Paul Stresing Associates, Inc., the Architect and/or Engineer of Record (“Design Professional”), and all other Contract Documents hereafter specified.

WITNESSETH:

WHEREAS, the County issued RFP No. 21-944 seeking the bids from Construction Management Contractors to furnish all labor, materials, equipment and apparatus for the Construction Management Services for the roof replacement and solar installation at the Civil Courthouse, *in Alachua County, Florida*; and

WHEREAS, after evaluating and considering all timely responses to RFP No. 21-944 the County identified the Construction Manager as the responsive and responsible bidder; and

WHEREAS, the County desires to contract with the Construction Manager to provide the work described in RFP No. 21-944 and the Construction Manager desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Contract Documents

- 1.1. The Contract Documents consist of this Agreement, the Exhibits listed in Section 9 hereof, and any duly executed and issued addenda, Change Orders, Field Orders and Amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project (“Construction Documents”) prepared by Design Professional, but only after said Construction Documents has been completed by Design Professional and approved by the County. Pre-engineered solar system and engineered drawings provided by the solar company vendor selected by the Construction Manager shall constitute Construction Documents after they have been reviewed and approved by both the Design Professional and the County. All of the foregoing Contract Documents are sometimes referred to herein as the “Agreement.”

- 1.2. County shall furnish Construction Manager with one (1) sealed copy and one (1) electronic set of the Construction Documents upon completion. Any additional copies of Construction Documents, required by Construction Manager for execution of the Work, shall be made by Construction Manager from its electronic set at Construction Manager's sole cost and expense. The electronic set of the Construction Documents shall be returned to County upon final acceptance of the Work or termination of the Agreement, whichever occurs first. Provided, however, County is furnishing Construction Manager an electronic set of Construction Documents for Construction Manager's convenience and such furnishing by County shall not be deemed to be a waiver by County or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by County and Design Professional.

2. **Scope of Work**

- 2.1. *Description of Project.* Alachua County Civil Courthouse Roof Replacement – Project #8201908 and Solar Photovoltaic Systems at the Civil Courthouse Building located at 201 East University Avenue, Gainesville, FL. As more particularly described in Contract Documents, the Project consists of both roof replacement and the procurement and installation of a Solar Photovoltaic System. Construction Manager shall procure and install a solar photovoltaic system size that is 97,000 Watts. The Project will be delivered using an upfront guaranteed maximum price as set forth in Exhibit K (GMP) for all Work including, but not limited to Construction Services comprised of General Conditions Cost, Subcontracts Cost, and Management Fees. Construction Manager shall solicit and procure qualified solar vendor to propose, furnish, and install a solar photovoltaic (PV) system that meets the specifications set forth on Exhibit K-1 of this Agreement. Construction Manager shall provide the shop drawings prepared by the selected solar vendor to the County and the Design Professional for review and approval. The shop drawings shall become part of the Construction Documents upon approval by the County and the Design Professional.
- 2.2. *Project Services.* The guaranteed maximum price to be paid Construction Manager and the Contract Time for the Work as hereafter provided is set forth in Exhibit K. Construction Manager shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work in accordance with all of the terms and conditions of the Contract Documents.

3. **Relationship of Parties**

- 3.1. Construction Manager accepts the relationship of trust and confidence established by this Agreement. Construction Manager covenants with County to utilize Construction Manager's best skill, efforts and judgment in furthering the interest of County; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of County. Further, Construction Manager acknowledges that: (1) it has represented to County that it has specific expertise in the planning, management and construction of projects of similar size, cost and complexity and (2) that such representation is a material inducement to County

to enter into this Agreement.

- 3.2. Wherever the terms of this Agreement refer to some action, consent or approval (excluding approvals of Change Orders, or Amendments to the Agreement) to be provided by County or some notice, report or document is to be provided to County, such reference to "County" shall mean County, County's staff or County's designee (to the extent such designee has been expressly authorized by County in writing), unless otherwise stated herein. County's representative is identified in Section 9.
- 3.3. Construction Manager hereby designates Eric Drummond, Project Director, as its Project Manager, with full authority to bind and obligate Construction Manager on all matters arising out of or relating to the Work or the Contract Documents. Construction Manager agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Manager shall not be removed or replaced by Construction Manager without County's prior approval, which approval shall not be unreasonably withheld.

4. **Contract Amount**

- 4.1. In consideration of the full and faithful performance by Construction Manager of the covenants in this Agreement, County agrees to pay, or cause to be paid, to Construction Manager the following amounts (herein "Contract Amount"), in accordance with the terms of this Agreement.
- 4.2. *Project Services*
 - 4.2.1. For all Project Services, including, but not limited to, reviewing Construction Documents for constructability, development of the construction schedule, preparing cost estimates, performing market analysis and soliciting bids, County shall reimburse Construction Manager for the Cost of the Work (as that term is defined hereafter and in Exhibit K), and pay Construction Manager a fixed Construction Management Fee at a maximum of 7% of the construction costs.
 - 4.2.2. The Guaranteed Maximum Price for all Work is set forth in Exhibit K, as such amount hereafter may be adjusted pursuant to the express terms herein for Change Orders and Construction Change Directives. This sum is based in part on the Project Scope of Work as outlined in Section 2. The Construction Management Fee shall be Construction Manager's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.1. below, as well as Construction Manager's total profit for Project Services. No other fees, overhead or profit shall be allowed unless noted otherwise in other areas of this Agreement.
 - 4.2.3. Construction Manager agrees that all of its books, records and files, with respect to its development of the guaranteed maximum price proposal, shall be open to County for review and copying. County will be notified of times and dates of any bid opening by the Construction Manager and allowed to attend and observe the opening and any subsequent calculations of cost. Employee's personal information is excluded, if exempt under Ch. 119, F.S.
 - 4.2.4. Construction Manager shall provide a detailed breakdown acceptable to County of how it developed the guaranteed maximum price. The Construction Manager guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives.

5. **Cost of the Work**

5.1. *Costs to be Reimbursed.* The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of County only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection:

5.1.1 **Labor Costs.**

5.1.1.1. Wages, other than bonuses, of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with County's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the Work, and only for the time spent performing Work for the Project.

5.1.1.2. Wages or salaries, other than bonuses, of Construction Manager's supervisory and administrative personnel who are stationed at the Project site with County's written agreement, and as listed in the GMP, and who are performing Work on said Project. Costs to be reimbursed will be the actual wages other than bonuses paid to the individuals performing the Work and only for the time spent performing Work for the Project.

5.1.1.3. Wages and salaries, other than bonuses, of Construction Manager's supervisory and administrative personnel engaged at factories, offices, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with County's written agreement as in subsection 5.1.1.2 above.

5.1.1.4.

5.1.2 *Subcontract Costs.* Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts.

5.1.3 *Cost of Materials and Equipment Incorporated into the Completed Construction.*

5.1.3.1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

5.1.3.2. Costs of materials described in subsection 5.1.3.1. above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to County at the completion of the Work or, at County's option, shall be sold by Construction Manager; amounts realized, if any, from such sales, shall be credited to County as a deduction from the Costs of the Work, or if the Work related to the materials in question is complete and billed for, the Construction Manager shall issue reimbursement payment to the County for the amounts.

5.1.4 Costs of other materials and equipment, temporary facilities and related items.

5.1.4.1. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and

hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager.

- 5.1.4.2. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- 5.1.4.3. Cost of removal and proper disposal of debris from the Project site.
- 5.1.4.4. Costs of postage and parcel delivery charges and telephone service at the Project site and reasonable petty cash expenses of the Project site office, only for these items that are used in the performance of the Project.
- 5.1.4.5. The cost of the items listed in this subsection 5.1.4. with the exception of items listed in subsection 5.1.4.4. that pertain to machinery and equipment used by the construction workers may be negotiated as a fixed amount if both Parties agree, and shall be reflected in the Form of Work Authorization.
- 5.1.4.6. That portion of the reasonable travel and subsistence expenses of Construction Manager's personnel, assigned to the Project site, incurred while traveling outside of the Alachua County area in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of County, and excluding travel to and from employees' residence.

5.1.5. Miscellaneous Costs.

- 5.1.5.1. That portion of any separate premiums for (i) bonds directly attributable to this Agreement, (ii) any additional insurance coverage which is purchased by Construction Manager, with County's prior written approval, beyond the level of coverage specified herein and (iii) if Construction Manager is using self-insurance allocation supporting documentation must be provided to the County supporting the amount allocated to the Project.
- 5.1.5.2. The CM may opt to require performance bonds from any subcontractor. The cost of the bonds shall only be included in the Cost of Work for those subcontracts in excess of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). Any other subcontractor bonds shall not be considered a Cost of Work, hence shall not be reimbursable by the County to the CM.
- 5.1.5.3. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Manager has paid.
- 5.1.5.4. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay.
- 5.1.5.5. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement.
- 5.1.5.6. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

- 5.1.5.7. Deposits lost for causes other than Construction Manager's fault or negligence.
- 5.1.5.8. Legal, mediation and arbitration costs, other than those arising from disputes between County and Construction Manager, that are reasonably incurred by Construction Manager in performance of the Work and that receive County's prior written consent, said consent to be given or denied in County's sole discretion.
- 5.1.6. *Other Costs.* Other costs incurred in performance of the Work if and to the extent approved in advance in writing by County.
- 5.2. *Costs Not to Be Reimbursed.* The Cost of the Work shall not include the following items:
 - 5.2.1. Salaries and other compensation of Construction Manager's personnel stationed at Construction Manager's principal office or offices other than the Project site office, unless otherwise approved in writing by County's representative.
 - 5.2.2. Expenses of Construction Manager's principal office and offices other than the Project site office.
 - 5.2.3. Overhead and general expenses, except as may be expressly included in subsection 5.1 above.
 - 5.2.4. Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work.
 - 5.2.5. Rental costs of machinery and equipment, except as specifically provided in subsection 5.1.4.2 above.
 - 5.2.6. Costs due to the fault or negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.
 - 5.2.7. Any costs not specifically and expressly described in subsection 5.1 above.
 - 5.2.8. Costs which would cause the GMP to be exceeded, except as to Change Orders and Construction Change Directives approved by the Design Professional and County in accordance with this Agreement).
 - 5.2.9. Payments to Construction Manager's employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, Holiday pay, sick pay, vacation pay, etc.), including salary increases not identified in the Construction Manager's bid proposal.
 - 5.2.10. Technology, Data Processing, Project specific web sites, or Project Management system cost incurred by the Construction Manager in preparing the Project Schedule, Payroll, Accounting, Project cost reports or Project status reports and any other reports necessary to the progress of the Work.
 - 5.2.11. Recruitment or training costs of personnel, recruiting or sign up bonuses.
 - 5.2.12. Overtime expense of any salaried personnel, unless with the prior written approval of the County.
 - 5.2.13. Any expenses for General Conditions cost which cause the total of General Conditions costs to exceed that set forth in the GMP.
 - 5.2.14. Warranty costs.
 - 5.2.15. Cost of Insurance coverages not specifically required by the Agreement.

5.3. Discounts, Rebates, Refunds, and Buyout Savings.

5.3.1. Cash discounts obtained on payments made by Construction Manager shall accrue to County if: (1) before making the payment, Construction Manager included them in an application for payment and received payment therefor from County, or (2) County has deposited funds with Construction Manager with which to make payments; otherwise, cash discounts shall accrue to Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to County, and Construction Manager shall make provisions so that they can be secured.

5.3.2. Amounts which accrued to County in accordance with the provisions of subsection 5.3.1 above shall be credited to County as a deduction from the Cost of the Work.

6. Alachua County Government Minimum Wage

6.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.12-101(3) of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

6.2. The Construction Manager shall provide certification, the form of which is attached hereto as Exhibit M, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement

6.3. The Construction Manager shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Construction Manager is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

6.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

6.5. The Construction Manager will include the necessary provisions in subcontract to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Construction Manager and subcontractor.

7. Bonds.

7.1. At least ten (10) business days PRIOR to furnishing any labor, services or material in connection with the Work, Construction Manager shall provide County with Performance and Payment Bonds, in the form prescribed in Exhibits C and D, in the amount of 100% of the total sum of the GMP, the costs of which are to be paid by Construction Manager.

7.2. If the surety for any bond furnished by Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Construction Manager shall, within twenty-one (21) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County's approval.

- 7.3. In accordance with the requirements of Section 255.05(1) (a), Florida Statutes, Construction Manager shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within 5 days of furnishing the Performance and Payment Bonds to County. Construction Manager shall deliver a certified copy of the recorded Performance and Payment Bond to County as evidence of recording said Bonds, within 5 days of recording. The delivery of such evidence is a condition precedent to County's obligation to make any progress payments to Construction Manager hereunder.

8. **Contract Time and Liquidated Damages**

- 8.1. **TIME IS OF THE ESSENCE** in the performance of the Work under this Agreement. The "Commencement Date" is established in Exhibit K. Construction Manager shall commence the Work within five (5) calendar days after the Commencement Date. No portion of the Work, shall be performed prior to the Commencement Date, unless expressly approved in advance by County in writing. The total period of time beginning with the Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph B below.
- 8.2. Exhibit K includes the date that all Work, including both the re-roofing efforts and the pre-engineered solar panel system installation, must be substantially completed by Construction Manager. A roof inspection will be conducted by the Construction Manager, County, Design Professional, and roofing contractor upon completion of the re-roofing effort to establish warranty documents prior to installing the solar panel system. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where County can utilize the Work for its intended purpose. Design Professional shall certify the date Substantial Completion of the Work is achieved. If County has designated portions of the Work to be turned over to County prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by County within 30 calendar days after the Substantial Completion date recognized by the design professional.
- 8.3. County and Construction Manager recognize that, since **TIME IS OF THE ESSENCE** for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified in Exhibit K, as said time may be adjusted as provided for herein. In such event, the total amount of County's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in Alachua County, Florida. It is hereby agreed that it is appropriate and fair that County receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Manager fail to substantially complete the Work within the required time period, County shall be entitled to assess, as liquidated damages, but not as a penalty, Two Hundred Fifty Dollars and Zero Cents (\$250.00) for each calendar day thereafter until Substantial Completion is achieved. These liquidated damages shall be payable in addition to any expenses or costs payable by the Construction Manager to the County under the provisions of the Contract Documents. Construction Manager hereby expressly waives and relinquishes any right

which it may have to seek to characterize the above noted liquidated damages as a penalty, which the Parties agree represents a fair and reasonable estimate of County's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner. Liquidated damages shall be the sole remedy for delay.

8.4. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by County.

9. **Exhibits Incorporated.** The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

Exhibit A:	General Terms and Conditions
Exhibit B:	Supplemental Terms and Conditions
Exhibit C:	Payment Bond Form
Exhibit D:	Performance Bond Form
Exhibit E:	Insurance Requirements and Certificate
Exhibit F:	Bond Waivers and Payment Affidavit
Exhibit G:	Construction Manager Application for Payment
Exhibit H:	Construction Manager Change Order
Exhibit I:	Reserved
Exhibit J:	Construction Manager's Staffing Schedule
Exhibit K:	GMP
Exhibit L:	Truth-In-Negotiation Certificate
Exhibit M:	Alachua County Minimum Wage Certification
Exhibit N:	Contingency Fund Disbursement Request
Exhibit O:	Contingency Fund Disbursement Log

10. **Notices**

10.1. All notices required or made pursuant to this Agreement by either party to the other, shall be in writing and may be given either: (1) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (2) by sending same by commercial carrier (e.g., Federal Express; UPS), , (3) by hand delivery to the appropriate address as herein provided, or (4) via electronic means e-mail or fax with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

To the County:

Facilities Management Department Director
 915 SE 5th Street
 Gainesville, FL 32601
facfiscal@alachuacounty.us

With a copy mailed to:

J.K. "Jess" Irby, Esq.
Clerk of the Circuit Court
Attn: Finance and Accounting
12 SE 1st Street
Gainesville, FL 32602
dmw@alachuaclerk.org

and

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
acpur@alachuacounty.us

To the Construction Manager:

Attention: Eric Drummond
Charles Perry Partners Inc
8200 NW 15th Place Suite B
Gainesville, FL 32606
eric.drummond@cppe.com

- 10.2. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section. Notice sent by mail shall be deemed received as of four (4) business days after the date of the postmark, and notices delivered by overnight courier shall be deemed received on the date when left at the address of the recipient. Notices sent by fax shall be effective the date faxed, if a business day, or the following business day otherwise.
11. **Modifications.** No modification or amendment to the Agreement shall be valid or binding upon the Parties unless in writing and executed by the party or Parties intended to be bound by it.
12. **Successors, Assigns, and Third-Party Beneficiaries.** Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties to the Agreement. Except as otherwise expressly provided herein, neither this Agreement nor any term or provision or obligation arising hereof or hereunder, shall be construed as being for the benefit of any party not a signatory hereto.
13. **Governing Law.** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The sole and exclusive venue for any action under this Agreement shall be the Eight Judicial Circuit Court in and for Alachua County, Florida.
14. **No Waiver.** The failure of County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. Nothing contained herein shall constitute a waiver by the County of sovereign immunity, the limits of liability, or other provisions of §768.28, Florida Statutes.
15. **Entire Agreement.** Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the Parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered

into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

16. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

17. **Construction**

17.1. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement. Additionally, the Parties hereto acknowledge that the preparation and negotiation of this Agreement has been a joint effort, that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

17.2. In the event of conflicts or discrepancies among the Contract Documents (*e.g.*, this Agreement, the exhibits thereto, the deliverables hereunder, etc.), interpretations will be based on the following priorities:

- 16.2.1. Exhibit K to this Agreement (GMP).
- 16.2.2. Exhibit B to this Agreement.
- 16.2.3. Exhibit A to this Agreement.
- 16.2.4. Other written and fully executed Amendments to the Agreement.
- 16.2.5. Written and fully executed Change Orders.
- 16.2.6. This Agreement.
- 16.2.7. The Final 100% Design and Construction Documents including future solar design documents.
- 16.2.8. All other Exhibits and documents enumerated in this Agreement as part of the Contract Documents.

18. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an

executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

19. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Construction Manager with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

20. U.S. Department of Homeland Security E-Verify System.

20.1. The Construction Manager shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Construction Manager during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

20.2. The Construction Manager shall expressly require any subcontractor performing work or providing services pursuant to the County’s agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
David Forziano
70E5E81DBE1E4D3...
Alachua County Attorney's Office

CONSTRUCTION MANAGER

DocuSigned by:
Eric Drummond
0B38CB409DCC444...
By: _____

Print: Eric Drummond

Title: Vice President, Business Development

Date: 11/23/2021

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED.

EXHIBIT A: GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If during the performance of the Work Construction Manager discovers a conflict, error or discrepancy in the Contract Documents, Construction Manager immediately shall report same to County and Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from County. This request should be in the form of a Request for Information (RFI) or Request for Clarification (RFC). The CM will provide the County with the background of the issue and a proposed resolution. Prior to commencing each portion of the Work, Construction Manager shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Manager shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Construction Manager, for the purpose of identifying and bringing to County's attention all conflicts or discrepancies with the Contract Documents.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Agreement Document provisions, the Contract Documents shall be interpreted as provided in Section 16.2. of the Agreement. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

- 2.1. Construction Manager shall have 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, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Manager to acquaint itself with any applicable conditions shall not relieve Construction Manager from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Construction Manager shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities." Construction Manager shall contact the County of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Manager shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Manager shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.
- 2.3. If during the performance of the Work, Construction Manager or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Manager is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Manager shall take all actions necessary and required to immediately restore such Utilities service. If Construction Manager fails to take such immediate actions County shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by County as a result thereof shall be reimbursed to County by Construction Manager within five (5) business days of written demand for same from County.

3. SCHEDULE.

- 3.1. The Construction Manager shall prepare and provide the various schedules set forth in Exhibit B to the Agreement. Said schedules shall include but not be limited to an overall progress schedule for the Project which not only includes the Project Services to be provided by Construction Manager ("Master Project Schedule").
- 3.2. The Master Project Schedule and all other schedules required hereunder shall be updated by Construction Manager monthly. The Master Project Schedule and all updates to it shall be subject to County's review and approval. Construction Manager's submittal of a satisfactory Master Project Schedule and updates thereto and County's acceptance of same may be a condition precedent to County's obligation to pay Construction Manager.

4. PROGRESS PAYMENTS.

- 4.1. Progress Payments / Project Services: The Parties agree the GMP is established and set forth in Exhibit K, which is incorporated by reference into this Agreement, shall be used as the basis for Construction Manager's monthly Applications for Payment thereafter.

This Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month via the Design Professional's approval to the County along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit G.

- 4.2. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored off-site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting to the Design Professional and to the County that received materials and equipment are free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to County's satisfaction.
- 4.3. Construction Manager shall submit an electronic monthly Application for Payment through the Design Professional to the County on or before the 7th day of each month for Work performed during the previous month. Approved invoices by the County after the 15th day of each month shall be considered for payment as part of the next month's application. County shall pay Construction Manager that portion which County approves as being due and owing Construction Manager in accordance with the Florida Prompt Payment Act.
- 4.4. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Scope of Work/Technical Specification attached hereto and incorporated by reference as Exhibit K-1. In case of conflict in payment terms, the terms in the NTP shall prevail.
- 4.5. As the cost of the Contract Amount is greater than \$200,000.00, it is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to the Construction Manager pursuant to Section 4.6.
- 4.6. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Construction Manager, Design Professional and County will develop a list (the "List") of items required to achieve final completion of the Work. Construction Manager will provide a first draft of the List within fifteen (15) days of notice of Substantial Completion. The County will notify the Construction Manager of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release the Construction Manager of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Upon completion of all items on the List, the Construction Manager may submit an application for Final Payment request for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to 150 percent of the total cost to complete such items until the Construction Manager has rendered complete, satisfactory and acceptable such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain

the obligation of the Construction Manager.

- 4.7. [Intentionally Left Blank]
- 4.8. The Construction Manager will coordinate the Project in such a manner to ensure that the installation of the solar system does not damage the new roofing system or void the new roofing system warranty. The Construction Manager shall be responsible for coordinating a process with the Design Professional to ensure that the installation of solar does not damage the roof.
- 4.9. Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work, including but not limited to any defective or deficient work regardless of whether patent or latent.
- 4.10. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to the Agreement as Exhibit F, and releases as provided by Florida Statutes Section 255.05 from all subcontractors and suppliers showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the period of time covered by the Application for Payment, unless Construction Manager's Surety provides County with written consent for all progress payments under the Agreement. County shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which County has paid Construction Manager, Construction Manager agrees to refund such money to County.

5. PAYMENTS WITHHELD.

- 5.1. Design Professional shall review each Application for Payment submitted by Construction Manager and shall make recommendations to County as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to County. All Certificates for Payment are subject to County's review and approval. County shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and County may withhold any payments otherwise due Construction Manager under this Agreement or any other agreement between County and Construction Manager, to the extent it is reasonably necessary, to protect County from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against County attributable to the fault or neglect of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Manager. County shall have

the right, but not the obligation, to take any corrective action County deems appropriate to cure any of the above noted items, at Construction Manager's expense, if such items are not cured by Construction Manager to County's reasonable satisfaction within seven (7) days after Construction Manager's receipt of written notice from County.

6. FINAL PAYMENT.

- 6.1. County shall make final payment to Construction Manager within twenty-five (25) calendar days after the Work is finally accepted by County and the Construction Manager submits its final invoice in accordance with Paragraph 23.2 herein, provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished County with a properly executed and notarized Construction Manager's final payment affidavit conditioned only upon receipt of final payment) and releases from all subcontractors and suppliers in the form of the Release attached to the Agreement as Exhibit F, or a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or County.
- 6.2. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against County arising out of this Agreement or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by County or Design Professional at the time of final inspection. County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County or Design Professional at the time of final inspection. After Final Payment has been made by the County to the Construction Manager, if the County identifies an obligation under the Contract Documents that the Construction Manager has not performed, then the Construction Manager shall perform the obligation. County shall reimburse the Construction Manager for the cost of performing the post Final Payment obligation only if: (i) the County has not previously reimbursed or otherwise paid the Construction Manager for performing that obligation, and (ii) the cost of reimbursing the Construction Manager is within the final amended Guaranteed Maximum Price approved and executed by the Parties.

7. SUBMITTALS AND SUBSTITUTIONS.

- 7.1. Construction Manager shall carefully examine and accept the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Design Professional for review and action. The Design Professional will transmit them back to the Construction Manager who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a

suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Design Professional in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Design Professional to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the County and Design Professional in writing when timely response is not occurring on any of the above.

- 7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County and Design Professional if sufficient information is submitted by Construction Manager to allow County and Design Professional to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Construction Manager and Design Professional.
- 7.3. If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. If an item is to be substituted for an item on the list of green building materials or similar rating acceptable to the County, then the numerical effect shall be reported in the substitution request. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Agreement with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Design Professional in evaluating the proposed substitute. Design Professional may require Construction Manager to furnish at Construction Manager's expense additional data about the proposed substitute.
- 7.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional, if Construction Manager submits sufficient information to allow Design Professional to determine that the substitute proposed is

equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Design Professional shall be the same as those provided herein for substitute materials and equipment.

- 7.5. Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and County shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without County's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Construction Manager to furnish at Construction Manager's expense a special performance guarantee or other surety with respect to any substitute.
 - 7.6. Construction Manager shall promptly respond to all requests from Design Professional, County, or other entity hired by County.
8. **PROJECT SERVICES.** The construction manager warrants to county, without assuming any architectural or engineering responsibility, that the construction documents are consistent with each other, practical, feasible and constructible. Further, the construction manager shall warrants to county that the Work described in the construction documents for the various bidding packages is constructible within the contract time.
- 8.1. **Long Lead Procurement:** The Construction Manager shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning same. When each item is identified, the Construction Manager shall notify the subcontractors, County and the Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. The Construction Manager shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise County and Design Professional of any problems or possible delays in delivery.
 - 8.2. **Interfacing**
The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to the other separate subcontractors.
 - 8.3. Construction Manager shall provide the following services in addition to any other Project Services required by the terms of this Agreement:
 - 8.3.1. The Construction Manager shall arrange for all job-site facilities as required by the County and necessary to enable the Construction Manager and Design Professional to perform their respective duties and to accommodate any representatives of the County which the County may choose to have present on the job.
 - 8.3.1.1. Prior to the issuance of the Notice to Proceed the Construction Manager shall provide a site utilization plan for approval by the County. The plan shall

show fences, gates, parking areas, loading and unloading areas, staging and storage areas, field offices, and other necessary site features.

- 8.3.1.2. Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters and any other equipment necessary to carry on the Work. Owning versus leasing shall be considered by the Construction Manager, obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usable life of the item.
- 8.3.1.3. When the Construction Manager wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 8.3.1.2 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool, with written approval from the County, at a price not greater than the lowest of the three (3) lease proposals obtained. The CM must provide a detailed allocation of its costs for such equipment to the Project.
- 8.3.2. The Construction Manager's administration of the Work shall include the following:
 - 8.3.2.1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, significant issues, etc.
 - 8.3.2.2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
 - 8.3.2.3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 - 8.3.2.4. Provide labor relations management for a harmonious, productive Project.
- 8.3.3. The Construction Manager also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:
 - 8.3.3.1. Job Meetings: Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. Participants in the Monthly Project Status Meeting will include, at a minimum, Construction Manager, and County Project Manager or its designee. The Construction Manager shall produce minutes of all meetings to include, at a minimum: attendees and contact info, old and new business, status of outstanding requests for information, clarification or correction, notices, change orders, schedule update, , material delivery schedule, safety.
 - 8.3.3.2. Construction Manager shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all Parties to clearly understand. During these meetings, Construction Manager shall identify the party or Parties responsible for following up on any problems, delay items or questions, and Construction Manager shall note the action to be taken by such party or Parties. Construction Manager shall revisit each pending item at each subsequent meeting until resolution is achieved. Construction Manager shall

attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

- 8.3.4. Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to the Design Professional of such submittals for action, and closely monitor their review process. Red line as-built drawings shall be reviewed by the Design Professional and County Project Manager during each Monthly Project Status Meeting.
- 8.3.5. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.
- 8.3.6. Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.
- 8.3.7. Document Interpretation: Refer all questions for interpretation of the Contract Documents to the Design Professional in writing.
- 8.3.8. Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports monthly to the County and the Design Professional, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to the County and any permitting authority inspectors.
- 8.3.9. Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.
- 8.3.10. Substantial Completion:
 - 8.3.10.1. Pursuant to the provisions of Paragraph 23 of these General Terms and Conditions, ascertain when the Work or designated portions, i.e., roof and solar, thereof are ready for the Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Manager and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for the County's review. This notice will be provided to the County fifteen (15) calendar days prior to the substantial completion inspection. Construction Manager shall include ten copies of the proposed punch-list of all items of Work to be completed or corrected by Construction Manager to the County.
 - 8.3.10.2. Within a reasonable time after the submittal of the proposed punch list, County, Construction Manager and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Manager in writing giving the reasons therefore. In such case, Construction Manager shall pay the costs of all additional Substantial Completion inspections. If County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Manager a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager. A final punch list will be provided

by County in accordance with section 4.6. Failure to include an item on the final punch list does not waive County's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. County shall have the right to exclude Construction Manager from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but County shall allow Construction Manager reasonable access to complete or correct items on the final punch list.

8.3.11. Final Completion:

- 8.3.11.1. Monitor the subcontractors' performance on the completion of the Work and provide notice to the County and Design Professional when the Work is ready for final inspection. This inspection will be coordinated with all Parties fifteen (15) calendar days prior to the final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to the County, through the Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, technical standards, permits, testing results, record drawings, and maintenance books.
- 8.3.11.2. Upon completion of the Work, Construction Manager shall deliver to County (1) Construction Manager's Final Payment Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents and (2) Releases from every subcontractor, materialman and supplier that has supplied services or materials to the Project in the form outline in Exhibit F. That written affidavit shall be delivered to County by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and County shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by County.
- 8.3.11.3. Once County and Design Professional determine Construction Manager has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment have been satisfied.
- 8.3.11.4. Neither the final payment nor the retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as Exhibit F, (2) or consent of surety(in accordance with Section 6.1) to final payment, and (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County. County reserves the right to inspect the Work and make an independent determination as to the

Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until all Construction Manager's obligations under this Agreement are performed, neither the final payment nor the retainage shall become due and payable.

8.3.12. As a minimum, unless waived by County, the Construction Manager shall provide documentation on the following items along with notification to Design Professional and County that the work is ready for final completion (no documentation is required if the materials and equipment is not included in the design):

- 8.3.12.1. Subcontracts and Purchase Orders
- 8.3.12.2. Subcontractor Licenses
- 8.3.12.3. Shop Drawing Submittal/Approval Logs
- 8.3.12.4. Equipment Purchase/Delivery Logs
- 8.3.12.5. Agreement Drawings and Specifications with Addenda
- 8.3.12.6. All warranties and guarantees, as a minimum:
- 8.3.13.7. Certificate of Substantial Completion
- 8.3.13.8. Certificate of Sign-Off by Architect, Mechanical & Electrical Engineers; Includes final inspection report from the MEP and Structural Engineer.
- 8.3.13.11. Final Lien Waivers from Subcontractors
- 8.3.13.12. Cost Proposal Request
- 8.3.13.13. Payment Request Records
- 8.3.13.14. Meeting Minutes
- 8.3.13.15. Insurance Certificates and Bonds
- 8.3.13.16. Agreement Changes
- 8.3.13.17. Permits & Inspections, Certificate of Occupancy (CO) and Use of Occupancy (UO)
- 8.3.13.18. Technical Standards, Manuals, Operating Manuals
- 8.3.13.19. "As-Built" Marked Prints
- 8.3.13.20. Operating & Maintenance Instruction
- 8.3.13.21. Daily Progress Reports
- 8.3.13.22. Monthly Progress Reports
- 8.3.13.23. Correspondence Files
- 8.3.13.24. Transmittal Records
- 8.3.13.25. Inspection Reports
- 8.3.13.26. Bid/Award Information
- 8.3.13.27. Bid Analysis and Negotiations
- 8.3.13.28. Roofing and flashing warranties
- 8.3.13.29. Joint Sealant warranties

8.3.14. Start-Up: With the County's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

8.3.15. Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, the Construction Manager shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Manager into the final record drawings.

8.3.16. The Construction Manager shall maintain at the Project site, originals or copies of,

on a current basis, all Project files and records, including, but not limited to, the following administrative records:

- 8.3.16.1. Subcontracts and Purchase Orders
 - 8.3.16.2. Subcontractor Licenses
 - 8.3.16.3. Shop Drawing Submittal/Approval Logs
 - 8.3.16.4. Equipment Purchase/Delivery Logs
 - 8.3.16.5. Agreement Drawings and Specifications with Addenda
 - 8.3.16.6. Warranties and Guarantees
 - 8.3.16.7. Cost Accounting Records
 - 8.3.16.8. Labor Costs
 - 8.3.16.9. Material Costs
 - 8.3.16.10. Equipment Costs
 - 8.3.16.11. Cost Proposal Request
 - 8.3.16.12. Payment Request Records
 - 8.3.16.13. Meeting Minutes
 - 8.3.16.14. Cost-Estimates
 - 8.3.16.15. Bulletin Quotations
 - 8.3.16.16. Lab Test Reports
 - 8.3.16.17. Insurance Certificates and Bonds
 - 8.3.16.18. Agreement Changes
 - 8.3.16.19. Permits
 - 8.3.16.20. Material Purchase Delivery Logs
 - 8.3.16.21. Technical Standards
 - 8.3.16.22. Design Handbooks
 - 8.3.16.23. "As-Built" Marked Prints
 - 8.3.16.24. Operating & Maintenance Instruction
 - 8.3.16.25. Daily Progress Reports
 - 8.3.16.26. Monthly Progress Reports
 - 8.3.16.27. Correspondence Files
 - 8.3.16.28. Transmittal Records
 - 8.3.16.29. Inspection and Safety Reports
 - 8.3.16.30. Bid/Award Information
 - 8.3.16.31. Bid Analysis and Negotiations
 - 8.3.16.32. Punch Lists
 - 8.3.16.33. PMIS Schedule and Updates
 - 8.3.16.34. Suspense (Tickler) Files of Outstanding Requirements
 - 8.3.16.35. Policy and Procedure Manual
- 8.4. The Project files and records shall be available at all times to the County or their designees for reference, review or copying.
- 8.5. The Construction Manager shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by County:
- 8.5.1. The Construction Manager shall provide consultation and Project management to facilitate County's occupancy of the Project and provide transitional services to place the Work "on line" in such conditions as will satisfy County's operations requirements.

- 8.5.2. The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the County in such a manner as to promote their usability. The Construction Manager shall provide County's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may be videotaped by County for subsequent presentation to County's operations and maintenance personnel.
- 8.5.3. The Construction Manager shall secure required guarantees and warranties, and shall assemble and deliver same to the County in the manner required by County.
- 8.6. Assist with the design of Project identification signs to be approved by the County, construct the signs, and then install and maintain the signs.

9. DAILY REPORTS, RECORD CONTRACT DOCUMENTS AND MEETINGS.

- 9.1. Construction Manager shall prepare, maintain and submit to Design Professional and County, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Agreement. The Construction Manager's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to County's obligation hereunder to make any payments to Construction Manager. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Manager to County or Design Professional pursuant to the Contract Documents.
- 9.2. Construction Manager shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Contract Documents shall be continuously updated by Construction Manager with Design Professional approval throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to County's obligation to pay Construction Manager, Construction Manager shall provide evidence, satisfactory to County via Design Professional that Construction Manager is fulfilling its obligation to continuously update the record Contract Documents. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Manager's entitlement to final payment, the record Contract Documents, samples and shop drawings shall be delivered to Design Professional by Construction Manager for County.
- 9.3. Construction Manager shall advise County, its representatives of their requested or required participation in any meeting or inspection giving each at least one-week written notice unless such notice is made impossible by conditions beyond Construction

Manager's fault and control, in which case at least 48 hours prior written notice must be given.

10. CONTRACT TIME AND TIME EXTENSIONS.

- 10.1. Construction Manager shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Manager or anyone for whom Construction Manager is liable. Unless expressly noted otherwise in the Contract Documents, Construction Manager shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of County's suppliers and contractors as set forth in Section 14 herein.
- 10.2. Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, pandemics, COVID outbreaks, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Alachua County, Florida, average not reasonably anticipatable, Construction Manager shall coordinate through the Design Professional to notify County in writing within ten (10) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a time extension.
- 10.3. If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall (i) stop Work in the area affected and (ii) report the condition to the Design Professional and to the County in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an amendment in the Contract Time and Construction Manager shall indemnify the County and hold County harmless for any costs incurred by the County with respect to such hazardous material.
- 10.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County and Design Professional may be responsible, in whole or in part, shall relieve Construction Manager of its duty to perform or give rise to any right to damages or additional compensation from County. Construction Manager's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the

aforementioned “No Damage for Delay” provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due solely to the fault or neglect of County or solely from anyone for whom the County is liable, and such delays have a cumulative total of more than twenty-five (25) calendar days, Construction Manager may make a claim for its actual and direct delay damages accruing after said twenty-five (25) calendar days. Provided, however, Construction Manager expressly acknowledges and agrees that its actual and direct delay damages shall not exceed the actual cost of prorated General Conditions. In no event shall County be liable to Construction Manager whether in Agreement, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

11. CHANGES IN THE WORK.

- 11.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than seven calendar (7) days after its receipt of such notification (unless County has agreed in writing to a longer period of time), Construction Manager shall submit via design Professional an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Design Professional, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to Construction Manager for any increased compensation or adjustment to the Contract Time without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 11.2. A Change Order, in the form attached as Exhibit H to the Agreement, shall be prepared by the Construction Manager, approved by the Design Professional, reviewed by County, and executed promptly by the Parties after an agreement is reached between Construction Manager and County concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Construction Manager shall mutually agree.
 - 11.2.1. The County may elect, with coordination of the Construction Manager, to charge changes in the Work against the established project contingency provided funds in the contingency are available and provided that doing so does not increase the Contract Amount or the Contract Time. The Construction Manager shall utilize the “County’s Contingency Fund Disbursement Request Form” attached as Exhibit N to the Agreement, in this situation and shall keep a log of all items charged against the contingency amount, on the form attached as Exhibit O to the Agreement.
- 11.3. If County and Construction Manager are unable to agree on a Change Order for the requested change, Construction Manager shall, nevertheless, promptly perform the change as directed by County in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Construction Manager disagrees with County’s adjustment determination, Construction Manager must make a claim pursuant to Section 13 of these General Conditions or else be

deemed to have waived any claim it might otherwise have had on that matter.

- 11.4. As it relates to subcontracted work, in the event a requested change is approved by County which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Manager's actual and reasonable direct Cost of the Work (including bond premiums). In the event such change Work is performed by a subcontractor, a maximum of fifteen percent (15%) markup for all overhead and profit for subcontractors' direct labor and material costs and actual equipment costs. In the event such change work is performed by a sub-subcontractor, a maximum of ten percent (10%) markup for all overhead and profit for sub-subcontractors' direct labor and material costs and actual equipment costs. A cumulative of fifteen percent (15%) markup is allowed for all overhead and profit for all subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted. Construction Manager shall not be entitled to any mark-up for Change Order or Construction Change Directive work, nor shall the Construction Manager's fee, overhead or profit be increased or decreased as a result of any Change Order or Construction Change Directive work. Construction Manager shall not retain any portion of this change Work or mark up for himself for any reason.
- 11.5. County shall have the right to conduct an audit of Construction Manager's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Manager's claim with respect to Construction Manager's costs associated with any Change Order or Construction Change Directive.
 - 11.5.1. CM agrees that it is responsible for submitting accurate cost and pricing data to support its Change Order Proposal Requests or other Agreement price adjustments under the Agreement. CM further agrees to submit Change Order Proposal Requests with cost and pricing data, which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing Change Orders, and that such pricing data will be presented in sufficient detail to enable the County to verify material, labor, equipment, and other costs, as well as markup.
 - 11.5.2. CM agrees that the County and County's Representative will have the right to examine the CM's records to verify the accuracy and appropriateness of pricing data used to price Change Order Proposal Requests. Even after a Change Order Proposal Request has been approved, the CM agrees that if the County or County's Representative later determines the cost and pricing data submitted was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders; than an appropriate Agreement price reduction will be made.
- 11.6. Design Professional may direct Construction Manager to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Contract Amount, Contract Time or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Manager, with a copy to County for review and approval. Construction Manager shall comply with all such orders.
- 11.7. The Schedule of Values (SOV) will be used to track the status of budget adjustments from the establishment of the GMP through the final application for payment. The Construction Manager will advise the County of each modification to the schedule of

values via the contingency modification form prior to each month's Payment Application, approval of which will not be unreasonably withheld. The Guaranteed Maximum Price is cumulative of the individual line items in the SOV and as such, no line item is a guaranteed price excepting the General Conditions as outlined in Article 2.4 of Exhibit K, whether as a not to exceed value or lump sum as defined in the GMP.

12. CLAIMS AND DISPUTES.

- 12.1. The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.
- 12.2. Initial notice of Claims by Construction Manager shall be made in writing to County within fourteen (14) calendar days after the first day of the event giving rise to such Claim, including all supporting documentation, or else Construction Manager shall be deemed to have waived the Claim. Written supporting data shall be submitted to County within fourteen (14) calendar days after the occurrence of the event, unless County grants additional time in writing, or else Construction Manager shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.4 hereof.
- 12.3. Construction Manager shall proceed diligently with its performance as directed by County, regardless of any pending Claim, unless otherwise agreed to by County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.
- 12.4. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the Parties, the Parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the Parties with respect to the Project, the Parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.
- 12.5. Any litigation between the County and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the County and the Construction Manager each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the County and Construction Manager shall lie and be only in the appropriate State courts of the State of Florida's Eighth Judicial Circuit in and for Alachua County, Florida. Construction Manager consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13. OTHER WORK.

- 13.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct Agreements. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Construction Manager prior to starting any such other work. If Construction Manager believes that such performance will involve additional expense to Construction Manager or require additional time, Construction Manager shall send written notice of that fact to County within seven (7) calendar days of being notified of the other work or at such time that the Construction Manager determines that the planned work by others will impact the cost or schedule of the Construction Manager, provided that the Construction Manager provides the County with sufficient notice prior to incurring any actual cost or schedule impacts to allow the County the reasonable opportunity to prevent the anticipated impacts if the County so chooses. If the work by others is in progress, notification shall be provided within three (3) calendar days. If Construction Manager fails to send the above required notice(s), Construction Manager will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
- 13.2. Construction Manager shall afford each utility County and other Contractor who is a party to such a direct Agreement (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Manager shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Construction Manager shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Manager shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.
- 13.3. If any part of Construction Manager's Work depends for proper execution or results upon the work of any other contractor or utility County (or County), Construction Manager shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time Construction Manager first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Manager's dependent Work, whichever occurs first. Construction Manager's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Manager's Work.

14. **INSURANCE.**

- 14.1. During the term of this Agreement Construction Manager shall provide, pay for, and maintain, with companies satisfactory to County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Construction Manager, Construction Manager has delivered to County properly executed Certificates of Insurance evidencing the fact that Construction Manager has

acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to County, on a timely basis, if requested by County. These Certificates and policies shall contain provisions that ten (10) calendar days written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Construction Manager shall also notify County, in a like manner, within two (2) calendar days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Construction Manager from its insurer, and nothing contained herein shall relieve Construction Manager of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Construction Manager shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of Construction Manager shall be primary to any insurance or self-insurance program carried by County applicable to this Agreement.

- 14.1.1. The County agrees to reimburse the CM for the actual cost of required insurance for this Agreement. This amount appears in the General Conditions of the GMP.
- 14.2. County is self-insured, in accordance with Section 768.28, Florida Statutes, and will provide a certificate of self-insurance satisfactory to Construction Manager. County will provide Construction Manager with a certificate of coverage.
 - 14.2.1. The term "Board of County Commissioners of Alachua County, Florida" shall include Advisory Boards, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of Alachua County.
 - 14.2.2. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Construction Manager to meet the requirements of this Agreement shall name The Board of County Commissioners of Alachua County, Florida, as that name is defined in subparagraph 15.2.1, above, as an additional insured as to the operations of Construction Manager under the Contract Documents and shall contain a severability of interests' provisions.
 - 14.2.3. Companies issuing the insurance policy or policies shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Construction Manager.
 - 14.2.4. All insurance coverages of Construction Manager shall be primary to any insurance or self-insurance program carried by County applicable to this Agreement, and the "Other Insurance" provisions of any policies obtained by Construction Manager shall not apply to any insurance or self-insurance program carried by County applicable to this Agreement.
 - 14.2.5. The Certificates of Insurance, which are to be provided pursuant to paragraph 15.1 above, must identify this Agreement.
 - 14.2.6. All insurance policies shall be fully performable in Alachua County, Florida, and shall be construed in accordance with the laws of the State of Florida.
 - 14.2.7. All insurance policies to be provided by Construction Manager pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Alachua County, Florida and that the sole and exclusive venue for any

action concerning any matter under those policies shall be in the Eighth Judicial Circuit Court in and for Alachua County, Florida.

- 14.3. The acceptance by County of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 14.4. Before starting and until completion of all Services required hereunder, Construction Manager shall procure and maintain insurance of the types and to the limits specified in Exhibit E, "Insurance Coverage," which is attached hereto and made a part hereof. A copy of a current Certificate of Insurance in compliance with the specified requirements is attached hereto as Exhibit E-1. Construction Manager shall request each of its sub consultants and subcontractors to procure and maintain, until the completion of that sub-consultant's or subcontractor's work or services, insurance of the types and to the limits specified in Exhibit E. If any subcontractor's limits fail to meet the limit's specified in Exhibit E, the Construction Manager's limits, which are primary, shall be construed to have met the intent of this paragraph.
- 14.5. If any insurance provided pursuant to this Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished to County ten (10) calendar days prior to the date of expiration.
- 14.6. Should at any time Construction Manager not maintain the insurance coverages required in this Agreement, County may cancel the Agreement and any Work Authorizations issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Construction Manager for such coverages purchased. If Construction Manager fails to reimburse County for such costs within thirty (30) calendar days after demand, County has the right to offset these costs from any amount due Construction Manager under this Agreement. County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
- 14.7. All insurance companies from whom Construction Manager obtains the insurance policies required hereunder must notify the County of any changes and must meet the following minimum requirements:
 - 14.7.1. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
 - 14.7.2. The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.
 - 14.7.3. The insurance company must have an A. M. Best policyholder rating of either "A+," "A," or "A-."
 - 14.7.4. The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

14.8. County shall maintain property insurance with respect to the Project. This property insurance shall only cover the interests of the County. The interests of the CM and the sub-contractors will be covered with the exception of tools and equipment. The CM and all sub-contractors must maintain Property Insurance to cover their property throughout the duration of this project. The property insurance shall be an "All Risk" type of policy, with coverage amounts, deductibles and sub-limits established by the applicable party. Any losses under the policies shall be adjusted by the County and the Construction Manager as it pertains to their interests with claim being paid to the applicable party. The County and Construction Manager shall be liable and responsible for their respective deductibles.

14.9. A current Certificate of Insurance (COI) showing coverage of the types and in the amounts required is attached hereto as Exhibit E-1

15. WAIVER OF SUBROGATION.

15.1. The Construction Manager and its insurer waives all rights of subrogation against the County, Design Professional, the Program Manager (if any), and the board members, directors, officers, agents, employees, sub-consultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder, to the extent such damages or injuries are covered by such insurance, except no party hereto waives any rights they may have to the proceeds of such insurance held by another party. Construction Manager shall require similar waivers from all its subcontractors.

15.2. If any policies of insurance referred to in this Section require an endorsement to provide any waiver of subrogation referenced above, the holders of such policies will cause them to be so endorsed.

16. INDEMNIFICATION.

16.1. To the maximum extent permitted by Florida law, Construction Manager shall defend, indemnify and hold harmless County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Construction Manager or from personal injury, property damage, direct, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager or anyone employed or utilized by the Construction Manager in the performance of this Agreement. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Construction Manager, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Construction Manager. Construction Manager's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

16.2. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Construction Manager insurance coverage. This indemnification provision shall survive the termination of this Agreement between the

County and the Construction Manager.

- 16.3. In any and all claims against the County or any of its agents or employees by any employee of the Construction Manager, any 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 Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

17. CLEANUP AND PROTECTIONS.

- 17.1. Construction Manager agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. The CM must recycle as much waste material as reasonable. If Construction Manager fails to keep the Project site clean, County has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.
- 17.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work at no cost to the County.

18. **ASSIGNMENT.** Construction Manager shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Construction Manager does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Manager all of the obligations and responsibilities that Construction Manager has assumed toward County.

19. PERMITS, LICENSES AND TAXES.

- 19.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Manager, except for permits as required by FDEP, FDOT, County regulations, and Water Management Districts. Permits and licenses to be acquired by Construction Manager with the assistance of Design Professional include, but are not limited to, building, site, and utility permits, as well as all Health Department permits required for the construction or relocation of Alachua County water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Agreement. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising there from. All costs incurred by Construction Manager with respect to performing its obligations under this Paragraph 20.1 shall be considered a direct cost item and shall be considered

reimbursable as Cost of the Work as provided for in the Agreement. The County shall fully cooperate with the Construction Manager where necessary. Construction Manager shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

19.2. Construction Manager shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Manager shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth below in Paragraph 20.3.

19.3. Notwithstanding anything herein to the contrary, because County is exempt from sales tax and wishes to generate sales tax savings for the Project, County reserves the right to make direct purchases of various construction materials and equipment included in the Work. Construction Manager shall prepare purchase orders to vendors selected by Construction Manager, for execution by County, on forms provided by County. Construction Manager shall allow two weeks for execution of all such purchase orders by County. Construction Manager represents and warrants that it will use its best efforts to cooperate with County in implementing this sales tax savings program in order to maximize cost savings for the Project. With respect to all direct purchases by County, Construction Manager shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Construction Manager expressly acknowledges and agrees that any materials or equipment directly purchased by County pursuant this Paragraph 20.3 shall be included within and covered to the same extent as all other warranties provided by Construction Manager pursuant to the terms of the Contract Documents. County shall assign to Construction Manager any and all warranties and rights County may have from any manufacturer or supplier of any such direct purchases by County. The County Manager may sign Purchase Orders issued by the County for Direct Purchases.

20. TERMINATION FOR DEFAULT.

20.1. Construction Manager shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Article, if Construction Manager: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by County or Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subs and suppliers; or (11) materially breaches any other provision of the Contract

Documents.

- 20.2. If County determines that Construction Manager is in default under this Agreement, County shall notify Construction Manager in writing of Construction Manager's default(s). If County determines that Construction Manager has not remedied and cured the default(s) within seven (7) calendar days following receipt by Construction Manager of said written notice, then County, at its option, without releasing or waiving its rights and remedies against Construction Manager's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Construction Manager's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Manager, take assignments of any of Construction Manager's subcontracts and purchase orders that County may designate, and complete all or any portion of Construction Manager's Work by whatever means, method or agency which County, in its sole discretion, may choose. If default is solely a result of Construction Manager's failure to construct in accordance with the Master Project Schedule, then twenty-one (21) calendar days shall be allowed to cure the default. In making either the initial determination that Construction Manager is in default under this Agreement or the subsequent determination that Construction Manager has failed to satisfactorily cure its default, County may rely solely upon the Design Professional's certification to County that in the Design Professional's opinion the Construction Manager is in default or has failed to satisfactorily cure its default. The County Manager has authority to terminate the Agreement.
- 20.3. If County deems any of the foregoing remedies necessary, Construction Manager shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the unpaid balance of the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Construction Manager shall pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by County to complete the Work, Construction Manager shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Management Fee earned and the Cost of Work incurred prior to Construction Manager's right to continue performance under this Agreement being terminated. Any amounts to be paid to County by Construction Manager pursuant to this Paragraph 21.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.
- 20.4. The liability of Construction Manager hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in

settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event County has exercised its right to terminate due to Construction Manager's default, Construction Manager shall be prohibited from bidding or otherwise seeking additional work from County in accordance with County's then current debarment policy.

- 20.5. If, after notice of termination of Construction Manager's right to proceed pursuant to this Article, it is determined for any reason that Construction Manager was not in default, or that its default was excusable, or that County is not entitled to the remedies against Construction Manager provided herein, then such termination shall be deemed a termination for County's convenience and Construction Manager's remedies against County shall be the same as and limited to those afforded Construction Manager under Paragraph 22.1 below.

21. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 21.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Construction Manager. In the event of such termination for convenience, Construction Manager's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred but Construction Manager shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Work not performed.
- 21.2. County shall have the right to suspend all or any portions of the Work upon giving Construction Manager two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended and later recommenced, Construction Manager's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Construction Manager be entitled to any additional compensation or damages, except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Construction Manager shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.
- 21.3 Construction Manager may have the right to terminate this Agreement if the County is in default of this agreement.

22. COMPLETION.

- 22.1. When the entire Work (or any portion thereof designated in writing by County) is ready for its intended use, Construction Manager shall notify County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). The substantial completion inspection will be performed by the Design Professional, CM, and County before the Certificate of Substantial Completion is issued by the Design Professional.

23. WARRANTY. Construction Manager shall obtain and assign to County all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager expressly warrants to County that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Manager expressly warrants to County that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Construction Manager further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to County and shall not include any exclusions, exceptions or modifications except to the extent approved by County in its sole discretion. In addition to all other rights and remedies available to County at law or in equity, including any implied warranties, County may be entitled to as a matter of law, Construction Manager expressly warrants to County that it shall promptly correct, upon receipt of written notice from County, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. All such corrective work is not reimbursable as Cost of Work by the County. In the event that any defective or non-conforming work is deemed by County in its sole discretion to present an immediate threat to safety or security, County shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse County for all costs and expenses incurred by County in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Manager shall conduct, jointly with County and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Construction Manager's warranty excludes remedy for damage or defect caused by County's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by County (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by County (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

24. TESTS AND INSPECTIONS.

24.1. County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Construction Manager shall provide proper, safe conditions for such access. Construction Manager shall provide Design Professional

and Building Inspector with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

- 24.2. Within 30 days of the start of construction, the Construction Manager shall provide County with a list of all tests and inspections to be performed.
- 24.3. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Manager shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to County and Design Professional.
- 24.4. If any Work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Construction Manager and without obtaining the written concurrence from Design Professional, such Work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Construction Manager's expense unless Construction Manager has given Design Professional 48 hour's written notice of Construction Manager's intention to cover the same and has requested written concurrence by Design Professional and Design Professional has not acted with reasonable promptness to respond to such notice and request. Need to uncover an item will require the Design Professional to notify the County for discussion and approval. If any Work is covered contrary to written directions from Design Professional, such Work, if requested by Design Professional, must be uncovered for Design Professional's observation and be replaced at Construction Manager's sole expense.
- 24.5. County shall charge to Construction Manager and may deduct from any payments due Construction Manager all engineering and inspection expenses incurred by County in connection with any overtime work unless such overtime work was expressly requested by the County and the Construction Manager was on schedule. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 24.6. Neither observations by Design Professional or County, nor inspections, tests or approvals by others shall relieve Construction Manager from Construction Manager's obligations to perform the Work in accordance with the Contract Documents.
- 24.7. Construction Manager is responsible, without reimbursement from County, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Construction Manager.

25. DEFECTIVE WORK.

- 25.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County or Design Professional, Construction Manager shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Design Professional, remove it from the site and replace it with non-defective Work. Construction Manager shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys

and other professionals) made necessary thereby, and shall hold County and Design Professional harmless for same.

- 25.2. If County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Manager, at Design Professional's or County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Construction Manager shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Construction Manager shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 25.3. County shall have the right to order Construction Manager to stop all or any portion of the Work if at any time County reasonably determines that Construction Manager's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include, but is not limited to, Construction Manager's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for County's benefit and nothing herein shall be construed as obligating County to exercise this right for the benefit of Construction Manager or any other person.
- 25.4. If Construction Manager fails, within a reasonable time after the written notice from County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by County or Design Professional, or if Construction Manager fails to perform the Work in accordance with the Contract Documents, or if Construction Manager fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Construction Manager, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Construction Manager from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Manager's services related thereto, take possession of Construction Manager's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Construction Manager but which are stored elsewhere. Construction Manager shall allow County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Paragraph. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Construction Manager, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other

professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Construction Manager's defective Work. Construction Manager shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

26. SUPERVISION AND CONSTRUCTION MANAGER'S REPRESENTATIVE

- 26.1. Construction Manager is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a subcontractor with extensive and special expertise in the type of work required under the Contract Documents. Construction Manager is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents. Construction Manager shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to County and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Construction Manager. All communications given to the representative shall be as binding as if given to Construction Manager. County shall have the right to direct Construction Manager to remove and replace its Project representative or any other employee of Construction Manager or any employee of any subcontractor from this Project, with or without cause.
- 26.2. 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. Construction Manager shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit J to the Agreement. The Construction Manager shall not change any of those persons identified in Exhibit J unless mutually agreed to in writing by the County and Construction Manager. In such case, the County shall have the right to approve the replacement personnel. The Project Manager may approve, in writing, changes to Exhibit J.
- 26.3. The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide this information to the County and all other affected Parties, such as the code inspectors of any permitting authority, the subcontractors, and the Design Professional. The County and Design Professional may attend meetings between the Construction Manager and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.
- 26.4. The Construction Manager shall be responsible to the County for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under an Agreement to the Construction Manager. The Construction Manager shall develop and maintain a program, acceptable to the County and Design Professional, to assure quality control of the Work. The Construction Manager shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and Construction Manager shall continue to exert its influence and control over each subcontractor to ensure that

corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Construction Manager and the Design Professional over the acceptability of the Work, the County, in its sole discretion, shall have the right to determine the acceptability.

27. ACCESS AND PROTECTION OF WORK.

- 27.1. Construction Manager shall fully protect the Work and adjacent property from loss or damage and shall bear the cost of any such loss or damage until Substantial Completion is achieved. If Construction Manager or anyone for whom Construction Manager is legally liable is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Construction Manager shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Construction Manager.
- 27.2. The Construction Manager shall ascertain what temporary enclosures, of building areas, including existing facilities, or other measures to protect the site, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work, existing facilities in the area of the project, in periods when extreme weather conditions are likely to be experienced.
- 27.3. Construction Manager shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Manager subject any part of the Work or adjacent property to any forces that will endanger it.
- 27.4. Construction Manager shall not disturb any benchmark established by County with respect to the Project. If Construction Manager, or its subcontractors, agents or anyone for whom Construction Manager is legally liable, disturbs County's benchmarks, Construction Manager shall immediately notify County. County shall have the benchmarks reestablished and Construction Manager shall be liable for all costs incurred by County associated therewith.
- 27.5. Cooperation. The Parties shall use reasonable efforts to assist each other in performing the Work, including providing reasonable access to the County's Service Location(s), providing information concerning the Service Location(s), making appropriate personnel available if requested to assist each party in performing the Work, and taking any other actions that each party may reasonably request from time to time to achieve the purposes and intent of this Agreement.
- 27.6. Access. Upon the request of the Construction Manager, the County shall provide the Construction Manager and its Subcontractors with reasonable access to areas not already under control of the Construction Manager for performance of the Work. The Construction Manager also shall have access to these locations during the warranty period for purposes of performing its obligations thereunder.

28. **EMERGENCIES.** Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Construction Manager shall give Design Professional and County written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. The CM must

inform the County immediately of any injury requiring medical evacuation off the site or on-site death. If Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the forty-eight (48) hours' written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to County all accidents relating to the Work or site that result in any personal injury or property damage.

29. USE OF PREMISES.

- 29.1. At all times during the performance of the Work, Construction Manager shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Construction Manager shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with County's interest. Construction Manager is responsible for any damage to any such area or to the County or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.
- 29.2. Except as required by the Contract Documents or otherwise required in order for Construction Manager to satisfy its safety and security obligations under the Contract Documents, Construction Manager shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of County, unless such signage has been expressly approved in writing by County, which approval may be withheld by County in its sole discretion.
- 29.3. Construction Manager acknowledges that Work may be performed at a particular Project site where County simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Manager shall coordinate its Work so as to cause no unreasonable interference with or disruption to County's operations.
- 29.4. County may take early occupancy of all or any portions of the Work, at County's election, by designating in writing to Construction Manager the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts Construction Manager's cost or time of performance, Construction Manager shall be entitled to an equitable adjustment to the Contract Amount and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

30. SAFETY.

- 30.1. Construction Manager is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. Further, it is Construction Manager's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Manager shall develop and implement, in accordance with the requirements

of the Contract Documents (including any County requirements or regulations), a safety plan for the Work. A safety review checklist shall be submitted monthly to the County.

- 30.2. Construction Manager shall comply with all applicable codes, laws, ordinances, rules and regulations of County and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules and regulations. Construction Manager shall notify owner(s) of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Manager's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 30.3. At all times during the performance of the Work at the Project site, Construction Manager shall have designated, and located on a full-time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Manager's safety program at the Project site. Construction Manager hereby designates its superintendent as that safety representative. Construction Manager may designate by written notice to County another individual, reasonably acceptable to County, who shall be Construction Manager's safety representative at the Project site.
- 30.4. Alcohol, drugs, weapons, and all illegal substances are strictly prohibited on any County property. All employees of Construction Manager, as well as those of all subcontractors and those of any other person or entity for whom Construction Manager is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any County property. Further, Employees shall not bring on to any County property any gun, rifle or other firearm, or explosives of any kind unless authorized by federal or state law.
- 30.5. Construction Manager acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing County facility. In such event, Construction Manager shall comply with the following:
 - 30.5.1. All County facilities are smoke free. Smoking is strictly prohibited;
 - 30.5.2. Construction Manager shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of County's property without County's expressed prior written consent;
 - 30.5.3. All Employees are prohibited from distributing any papers or other materials upon County's property, and are strictly prohibited from using any of County's telephones or other office equipment;
 - 30.5.4. All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by County's officials onsite, as said regulations may be changed from time to time;
 - 30.5.5. All Employees shall enter and leave County's facilities only through the ingress and egress points identified in the site utilization plan approved by County or as otherwise designated, from time to time, by County in writing;
 - 30.5.6. When requested, Construction Manager shall cooperate with any ongoing County investigation involving personal injury, economic loss or damage to County's facilities or personal property therein;

30.5.7. The Employees may not solicit, distribute or sell products while on County's property. Friends, family members or other visitors of the Employees are not permitted on County's property; without prior approval.

30.5.8. At all times, Construction Manager shall adhere to County's safety and security regulations, and shall comply with all security requirements at County's facilities, as said regulations and requirements may be modified or changed by County from time to time.

30.5.9. Maintain visitor sign-in sheets.

31. **PROJECT MEETINGS.** Prior to the commencement of Work, Construction Manager shall attend a preconstruction conference with County and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work. During the prosecution of the Work, Construction Manager shall attend any and all meetings convened by County with respect to the Project, when directed to do so by County. County may require Construction Manager have its subcontractors and suppliers attend all such meetings (including the preconstruction conference).

32. **SAFETY DATA SHEET.** If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by the Construction Manager or any of its subcontractors, the Construction Manager shall provide to the County a Safety Data Sheet at the time of each delivery or prior to each new use of such product.

33. **AUDITING RIGHTS AND INFORMATION.**

33.1. Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

33.2. If at any time, County conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged County, Construction Manager shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be

established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Construction Manager shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Construction Manager. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and County. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to County within seven (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

- 33.3. This Article 33, including all access, inspection, copying, auditing, reimbursement, repayment rights and indemnification shall survive the termination of this Agreement.

34. **PROJECT RECORDS**

34.1. **General Provisions:**

34.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

34.1.2. In accordance with §119.0701, Florida Statutes, the Construction Manager, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Construction Manager shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

34.1.3. Construction Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Construction Manager does not transfer the records to the County.

34.2. **Confidential Information**

34.2.1. During the term of this Agreement, the Construction Manager may claim that some or all of Construction Manager's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or

other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Construction Manager in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Construction Manager shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Construction Manager as “Confidential Information” or “CI.”

34.2.2. The County shall promptly notify the Construction Manager in writing of any request received by the County for disclosure of Construction Manager’s Confidential Information and the Construction Manager may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Construction Manager shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Construction Manager shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Construction Manager’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Construction Manager shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Construction Manager releases County from claims or damages related to disclosure by County.

34.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Construction Manager, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Construction Manager or keep and maintain public records required by the County to perform the service. If the Construction Manager transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

34.4. **Compliance:** The Construction Manager may be subject to penalties under §119.10, Florida Statutes, if the Construction Manager fails to provide the public records to the County within a reasonable time.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us;

PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

35. COMPLIANCE WITH LAWS. Construction Manager agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Manager observes that the Contract Documents are at variance therewith, it shall promptly notify County and Design Professional in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date of the NTP that increases the Construction Manager's time or cost of performance of the Work, Construction Manager is entitled to a Change Order for such increases, except to the extent Construction Manager knew or should have known of such changes prior to the date of the NTP.

36. SUBCONTRACTS.

36.1. The Construction Manager shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Manager will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to County and Design Professional for their review. Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

36.2. A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to an Agreement with Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors. Construction Manager shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise County of their validity and reasonableness, acting in County's best interest, prior to requesting approval of each Change Order from County.

36.3. When Construction Manager submits its guaranteed maximum price proposal to County, Construction Manager also shall submit to County a list of the names, addresses, licensing information and phone numbers of the subcontractors Construction Manager intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changed, or amended without prior written approval from County. Any and all work to be self-performed by Construction Manager that exceeds \$50,000 must be competitively bid and approved in writing by County in its sole discretion prior to commencement of such work. Construction Manager shall

continuously update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. Construction Manager shall not enter into a subcontract with any subcontractor, if County reasonably objects to that subcontractor. Construction Manager shall not be required to Agreement with anyone it reasonably objects to. As part of the Project document file to be maintained by Construction Manager at the Project site, Construction Manager shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Manager and its subcontractors shall be in writing and are subject to County's approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to County at the election of County upon termination of Construction Manager, (3) provide that County will be an additional indemnified party of the subcontract, (4) provide that County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers' compensation and professional liability, (5) assign all warranties directly to County, (6) identify County as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit E into all of its subcontracts (and require similar incorporation into all sub-subcontracts). Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 36.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

36.4. CM shall fully disclose to County the nature of any interests and relationship with any related entity under consideration as a subcontractor. Written approval from the County must be obtained by the CM before any related entity provides labor, material, equipment, or services in connection with the performance of work.

36.5. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years.

36.6. Unless otherwise expressly agreed to by County in writing, all subcontracts shall provide:

36.6.1. LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY That the subcontractor's exclusive remedy for delays in the performance of the Agreement caused by events beyond its control, including delays claimed to be caused by the County or Design Professional or attributable to the County or Design Professional and including claims based on breach of Agreement or negligence, shall be an extension of its Contract Time. In the event of a change in the work, the

subcontractor's claim for adjustments in the Agreement sum is limited in accordance with Exhibit A, section 12.4. The subcontract shall require the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the subcontract price, damages, losses or additional compensation. Further, Construction Manager shall incorporate terms of Paragraph 11.4 in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

- 36.7. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the County, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

37. MARKET ANALYSIS AND SOLICITATION OF BIDS.

- 37.1. The purpose of this Paragraph is to ensure that Construction Manager makes a genuine effort to stimulate subcontractor interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. At all times County shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. Further, Construction Manager shall notify County of the date, time and place of all bid openings and County shall have the right to attend any and all such bid openings. All bid openings shall be conducted in Alachua County, Florida. Finally, Construction Manager shall develop in writing subcontract bidding procedures for County's review and approval. Once those procedures have been approved by County, Construction Manager shall not deviate from such procedures without obtaining County's prior written consent.

- 37.1.1. The Construction Manager shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

- 37.2. Construction Manager shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor Agreements and for site utilities. All such invitations for bids and bid packages shall be submitted to Design Professional and County for their review and approval prior to distribution to bidders.

- 37.2.1. Except as hereafter provided in Paragraph 37.5, all subcontracts are to be awarded to the lowest responsive and responsible bidder.

- 37.2.2. Subcontracts not exceeding Fifty Thousand Dollars (\$50,000.00) may be awarded based upon verbal bids. Construction Manager shall obtain a minimum of at least two (2) verbal or written bids on all such subcontracts. All such bids received by Construction Manager shall be entered on a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to County and Design Professional for their review and comments prior to Construction Manager awarding the subcontract.

- 37.2.3. Subcontracts exceeding Fifty Thousand Dollars (\$50,000.00) must be publicly advertised for at least two (2) consecutive weeks prior to the established bid opening time and date. All such bids must be in writing and shall be received and opened in

the manner and at the location, date and time established in the bid documents. All such bids received by Construction Manager shall be entered on a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to County and Design Professional for their review and comment prior to Construction Manager awarding the subcontract.

- 37.3. As part of its bid preparation, Construction Manager shall review the specifications and drawings prepared by Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by Construction Manager shall be brought to the attention of County and Design Professional in written form.
 - 37.4. For each subcontract that exceeds Fifty Thousand Dollars (\$50,000.00), Construction Manager shall, unless waived in writing by County, conduct a pre-bid conference with prospective bidders and a pre-award conference with the apparent successful bidder. Design Professional and County shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, Construction Manager shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from County or Design Professional shall issue an addendum to the bidding documents to all of the prospective bidders.
 - 37.5. Notwithstanding the provision above requiring award of subcontracts to the lowest responsive and responsible bidder, Construction Manager may award a subcontract to someone other than the lowest responsive and responsible bidder provided Construction Manager has first received County's express written consent to such award. County's consent to any such award will be at County's sole discretion. Whenever Construction Manager wishes to award a subcontract to someone who is not the lowest responsive and responsible bidder, Construction Manager must notify County in writing, setting out in detail the reasons and justifications for the suggested award.
38. **PARTNERING.** The Construction Manager, prior to commencement of the Project Services, shall prepare and submit for the County's approval a proposed Partnering Program for the Project. The Partnering Program shall contain, at a minimum, procedures for the enhancement of communication and cooperation between the County, Construction Manager, Design Professional, separate contractors, inspectors and other consultants and subcontractors on the Project, as well as procedures for the speedy and efficient resolution of problems and disagreements during construction. Upon approval by the County, the Partnering Program shall be implemented and coordinated by the Construction Manager throughout the remainder of the Project.
39. **SECURING AGREEMENT.** Construction Manager warrants that Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, Construction

Manager shall sign and deliver to County the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit L. The Construction Manager's compensation shall be adjusted to exclude any sums by which County determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

40. **PUBLIC ENTITY CRIMES.** By its execution of this Agreement, Construction Manager acknowledges that it has been informed by COUNTY of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

41. **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION/ SBE.** In performing all services to be provided hereunder, the Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Construction Manager shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Construction Manager shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin. Construction Manager shall comply with County's current SBE policy. Construction Manager's SBE minimum goal for this Project is fifteen (15) percent (15%). With each payment application submitted by Construction Manager, as a condition precedent to its entitlement to payment, Construction Manager shall also submit, on the form attached as part of Exhibit G, a monthly written report to County concerning the status of all payments owed and paid by Construction Manager to its various SBE subcontractors and suppliers. Said monthly status report shall be in such form and contain such detail as may be required by County.

42. **CHANGED CONDITIONS.** Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially

from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide County with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. County and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, County will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If County determines that the conditions at the site are not materially different from those indicated in the Agreement Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Agreement is justified, County shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by County must be made within seven (7) calendar days after Construction Manager's receipt of County's written determination notice. If County and Construction Manager cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the Parties.

43. **OWNERSHIP RIGHTS.** County will be the exclusive owner of all work product delivered to County in connection with or during the performance of services provided pursuant to this Agreement ("Work Products"); provided, however, that Construction Manager shall be the exclusive owner of any and all intellectual property rights in the Work Products, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"). Construction Manager hereby grants County and its designees the exclusive, limited, transferable, perpetual and royalty free right to use the Intellectual Property Rights in the Work Product for the sole purpose of implementing, operating and using the Services in the Work Product at County's Service Location(s).

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B: SUPPLEMENTAL TERMS AND CONDITIONS

The following Supplemental Terms and Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Exhibit A.

1. Construction Manager shall provide the County, its representatives and the Design Professional with electronic copies of a Policy and Procedure Manual developed and updated in accordance with the following requirements:
 - 1.1. Upon execution of the Agreement, the Construction Manager shall develop a draft of the comprehensive Policy and Procedure Manual describing the services to be provided by the Construction Manager per the Contract Documents. This shall provide a plan for the control, direction, coordination and evaluation of the Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of the Construction Manager, County and Design Professional; Work flow diagrams; and strategy for bidding and subcontracting the Work. The County shall have the right to review the Policy and Procedure Manual and to approve its content and format. The Policy and Procedure Manual may be updated as necessary throughout the Project Services, but substantive changes will not be made without the County's prior written concurrence. Electronic copies of the Policy and Procedure Manual and any updates shall be submitted to the County and Design Professional. In developing the Policy and Procedure Manual, the Construction Manager shall coordinate and consult with the County and the Design Professional. The initial manual shall be submitted to the County for approval.
 - 1.2. Contents of Policy and Procedure Manual: The Policy and Procedure Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Policy and Procedure Manual shall include, as a minimum, the following sections:
 - 1.2.1. Project Definition: The known characteristics of the Project and sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project and sub-projects.
 - 1.2.2. Project Goals: The schedule, budget, physical, technical and other objectives for the Project shall be defined.
 - 1.2.3. Project Strategy: A narrative description of the Project delivery methods which shall be utilized to accomplish the Project goals.
 - 1.2.4. Project Work Plan: A matrix display of the Work to be performed by the Construction Manager, as well as the services and items to be furnished by the Design Professional and the County during each phase of the Project.
 - 1.2.5. Project Organization: A summary organization chart showing the interrelationships between the County, the Construction Manager and the Design Professional, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager and Design Professional, showing organizational elements participating in the Project shall be included.
 - 1.2.6. Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of the County, the Design Professional, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the

Project. The Construction Manager shall develop a similar chart for the personnel within its own organization who are assigned to the Project, as well as for the Design Professional's and County's personnel assigned to the Project from data supplied by them.

- 1.2.7. Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders.
- 1.2.8. Written Procedure: The Construction Manager will provide written procedures for communications and coordination required between the Construction Manager, Design Professional and County throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.
- 1.2.9. Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from County, Construction Manager and Design Professional, as well as from all subcontractors, subconsultants and suppliers of any of them. This list shall be continuously updated by Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to County and Design Professional.
- 1.3. This Policy and Procedure Manual shall be completed and submitted to the Design Professional and County for their review and County's approval as a condition precedent to payment by County to Construction Manager for any services provided in the Project Services under this Agreement.
- 1.4. This Policy and Procedure Manual is merely an amplification and clarification of this Agreement.
2. Construction Manager shall provide a Project Management Information System ("PMIS"), which system shall be in place for the Project Services to be provided by Construction Manager pursuant to this Agreement.
 - 2.1. General:
 - 2.1.1. Commencing immediately after the Notice to Proceed is issued to Construction Manager by County, the Construction Manager shall implement and shall utilize throughout the life of this Agreement all subsystems of the PMIS.
 - 2.1.2. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.
 - 2.1.3. If requested by the County, the Construction Manager shall conduct a comprehensive workshop in Alachua County, Florida, for participants designated by the County and additional seminars as required by County to provide instruction with respect to the PMIS. This workshop and the seminars shall facilitate each participant's and the County's representatives' use and understanding of the PMIS.
 - 2.1.4. The PMIS shall be described in terms of the following major subsystems:
 - 2.1.4.1. Narrative Reporting;
 - 2.1.4.2. Schedule Control;
 - 2.1.4.3. Cost Control and Estimating;

- 2.1.4.4. Project Accounting;
- 2.1.4.5. Accounting and Payment; and
- 2.1.4.6. Action Reports.
- 2.1.5. The above reports shall be submitted at least on a monthly basis and shall accompany each monthly Application for Payment.
- 2.2. Narrative Reporting Subsystem.
 - 2.2.1. The Construction Manager shall prepare written reports as described hereunder. All reports shall be in "8 1/2 x 11" format
 - 2.2.2. The Narrative Reporting Subsystem shall include the following reports:
 - 2.2.2.1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.
 - 2.2.2.2. A Monthly Cost Narrative describing the current construction cost estimate status of the Project.
 - 2.2.2.3. A Monthly Scheduling Narrative summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project subschedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - 2.2.2.4. A Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations. An explanation for all variances shall be provided.
 - 2.2.2.5. A Monthly Construction Progress Report during the Project Services summarizing the Work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.
 - 2.2.2.6. A Daily Construction Diary during the Project Services describing events and conditions on the site.
 - 2.2.2.7. Change orders, awarded Purchase Orders and requests for information and clarification report.
 - 2.2.2.8. Direct purchase program report.
 - 2.2.2.9. Small Business Enterprise report.
 - 2.2.2.10. Project photographs.
 - 2.2.2.11. Quality and safety reports.
 - 2.2.3. The Reports outlined in subparagraphs 2.2.1 through 2.2.11 above shall be bound with applicable computer schedule reports and submitted monthly during Project Services and shall be current through the end of the preceding month. Copies shall be delivered to the County and the Design Professional. A bound copy of the complete diary shall be submitted to the County at the conclusion of the Project.
- 2.3. Schedule Control Subsystem.
 - 2.3.1. Master Project Schedule: Prior to the execution of this Agreement, the Construction Manager shall submit to the County for their review and approval a

Master Project Schedule covering the construction, and County occupancy of the Project. This schedule shall conform to the format outlined in Paragraph 2.3.4 below. This schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by the Construction Manager throughout the Project. Within five (5) calendar days of the execution of This Agreement, the County shall review the schedule and provide the Construction Manager a written list of corrections needed to approve the schedule. The Construction Manager must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of County's comments. If the schedule is not approved within said thirty (30) calendar days, the County will withhold all Agreement payments until the schedule is approved. The acceptance of the schedule by the County in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Construction Manager is and shall remain solely responsible for the planning and execution of all Work in order to meet Project milestones or Agreement completion dates.

2.3.2. Construction Schedule: The Construction Manager shall prepare and submit to the County and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 3.4 below. The approved Construction Schedule shall be submitted to the County prior to commencing the Work. The Construction Schedule shall be integrated into the Master Project Schedule.

2.3.2.1. Following development and approval 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 which shall be submitted to the County in duplicate. No additional compensation will be due the Construction Manager for making such updates. Failure of the Construction Manager to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the County to find the Construction Manager in substantial default hereunder and that sufficient cause exists to terminate the Agreement or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the County is submitted.

2.3.3. The Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

2.3.3.1. Pre-Bid Schedules (Subnetworks): The Construction Manager shall prepare a construction schedule for that portion of the Work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for subcontract completion by the successful bidder. It shall show the interrelationships between the Work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the Master Project Schedule.

2.3.3.2. Subcontractor Construction Schedules (Subnetworks): Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in

the bid packages, considering the Work schedule of the other subcontractors. The subcontractor's 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 subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

- 2.3.3.3. Completion Schedule: The Construction Manager shall jointly develop with the Design Professionals and County 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 County acceptance. The Construction Schedule shall be produced and updated monthly from its inception through final County occupancy and shall be integrated into the Master Project Schedule.
- 2.3.4. Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, both the Master Project Schedule and the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in Exhibit K to the Agreement.
 - 2.3.4.1. No construction activity shall have duration greater than fifteen (15) work days or less than one (1) work day. If requested by the County, the Construction Manager shall furnish any information needed to justify the reasonableness of activity durations. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.
 - 2.3.4.2. Procurement of subcontractor(s) shall be identified with at least two (2) activities: fabrication and delivery. Construction Manager shall insure that all Work activities that require a submittal are preceded by the appropriate submittal and approval activities.
 - 2.3.4.3. Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity.
 - 2.3.4.4. The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Agreement completion date is exceeded in the schedule.
 - 2.3.4.5. Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by the County and the Construction Manager that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.
 - 2.3.4.6. The CPM schedules must be compatible with the County's software program. It is the Construction Manager's responsibility to ascertain the software compatibility with the County or Design Professional.
 - 2.3.4.7. Initial Schedule Submittal Requirements:
 - 2.3.4.7.1. Predecessor/Successor Sort

- 2.3.4.7.2. Total Float/Early Start Sort
- 2.3.4.7.3. Responsibility/Early Start Sort
- 2.3.4.7.4. Area/Early Start Sort
- 2.3.4.7.5. Logic Diagram: Produce diagram with not more than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
- 2.3.4.7.6. Narrative discussing general approach to completion of the Work.
- 2.3.4.7.7. Electronic in pdf format.
- 2.3.4.8. Schedule Update Requirements: The Construction Manager shall update the schedules monthly to show actual, current progress. The schedule updates shall be submitted within seven (7) calendar days of the data dates. The updates shall include:
 - 2.3.4.8.1. Dates of activities' actual starts and completions.
 - 2.3.4.8.2. Percent of Work remaining for activities started but not completed as of the update date.
 - 2.3.4.8.3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.
 - 2.3.4.8.4. Total Float/Early Start Sort
 - 2.3.4.8.5. Fragnet of logic diagram for all requested logic changes.
 - 2.3.4.8.6. Updated logic diagram as required by the County. At a minimum, the County shall require a final logic diagram at the end of the Work showing the planned and actual starts and completions.
 - 2.3.4.8.7. A bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.
 - 2.3.4.8.8. All update information shall be an accurate representation of the actual Work progress.
- 2.3.5. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, the County may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of the County's request. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining Work by the required Agreement milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.
- 2.3.6. Change Orders: When a Change Order is proposed, the Construction Manager shall coordinate with the Design Professional to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the

Construction Manager will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made.

- 2.4. Project Accounting Subsystem: This subsystem shall enable the Construction Manager to plan effectively and the County to monitor and control the funds available for the Project, cash flow, costs, Change Orders, Construction Change Directives, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable, and also enable the County to stay informed as to the overall Project status. All reports to be generated as part of this subsystem shall be consistent with the Project Funding Schedule (if any). This subsystem will be produced and updated monthly and includes the following reports:
 - 2.4.1. Costs Status Report representing the budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Change Orders and Construction Change Directive for each subcontract which when added to the base commitment will become the total commitment. Pending Change Orders also will be shown to produce the total estimated probable cost to complete the Work.
 - 2.4.2. A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
 - 2.4.3. A Detailed Status Report showing the complete activity history of each item in the Project accounting structure and includes an earned value graph. It shall include the budget, estimate, and base commitment figures for each subcontract. It shall give the Change Order history, including Change Order numbers, description, proposed and approved dollar amounts. It also shall show all pending or rejected Change Orders.
 - 2.4.4. A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
 - 2.4.5. A Job Ledger shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

EXHIBIT C: PAYMENT BOND FORM

CONSTRUCTION MANAGER (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

COUNTY (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Construction Manager, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Construction Manager and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Construction Manager has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Construction Manager promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Construction Manager in the performance of the Agreement;

then CONSTRUCTION MANAGER'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

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

CONSTRUCTION MANAGER (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By: _____

Witnesses as to Construction Manager

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE:

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT D: PERFORMANCE BOND FORM

CONSTRUCTION MANAGER (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

COUNTY (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Construction Manager, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Construction Manager and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Construction Manager has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Construction Manager:

1. performs the Agreement between Construction Manager and County, at the times and in the manner prescribed in the Agreement; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as

a result of default by Construction Manager under the Agreement; and

3. performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Construction Manager shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Agreement in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

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

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

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

CONSTRUCTION MANAGER (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By:_____

Witnesses as to Construction Manager

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE:

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT E: INSURANCE REQUIREMENTS

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Construction Manager shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Construction Manager/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS

The Construction manager shall provide insurance coverage that covers all tools and equipment utilized for the duration of the project.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Construction Manager/Vendor; to include Products

and/or Completed Operations of the Construction Manager/Vendor; Automobiles owned, leased, hired or borrowed by the Construction Manager.

b. The Construction Manager's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Construction Manager/Vendor's insurance and shall be non-contributory.

II All Coverages

The Construction Manager/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the Agreement (original if contract is renewed) or prior.

SUBCONSTRUCTION MANAGERS

The Construction Manager/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Construction Manager/Vendor shall be subject to the same coverage requirements (but not limits) stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT E-1 – CERTIFICATE OF INSURANCE

EXHIBIT F: BOND WAIVERS AND PAYMENT APPLICATION AFFIDAVIT

WAIVER OF RIGHT AGAINST PAYMENT BOND (PROGRESS PAYMENT)

COUNTY: Alachua County, a charter county and political subdivision of the State of Florida

CONSTRUCTION MANAGER: CHARLES PERRY PARTNERS INC

PROJECT NUMBER & TITLE: 8201908; Civil Courthouse Roof Replacement

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the progress payment made in the amount of \$ _____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the County and Construction Manager from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____ (insert date) to _____ on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements to the following described Project: Civil Courthouse Roof Replacement; Construction Management Services for the roof replacement and solar installation at the Civil Courthouse; Project No. 8201908.

Claimant: _____

DATE: _____

By: _____

(Print Name)

Its: _____

(Print Title)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

**WAIVER OF RIGHT AGAINST PAYMENT BOND
(FINAL PAYMENT)**

COUNTY: Alachua County, a charter county and political subdivision of the State of Florida
CONSTRUCTION MANAGER: CHARLES PERRY PARTNERS INC
PROJECT NUMBER & TITLE: 8201908; Civil Courthouse Roof Replacement

The undersigned Claimant, for itself and its successors and assigns, and in consideration of final payment made in the amount of \$ _____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the County and Construction Manager from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished to _____ on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements to the following described Project: Civil Courthouse Roof Replacement; Construction Management Services for the roof replacement and solar installation at the Civil Courthouse; Project No. 8201908.

Claimant: _____

DATE: _____

By: _____

(Print Name)

Its: _____

(Print Title)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

RELEASE AND AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ (“Construction Manager”) releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in Agreement or in tort, against Alachua County, a charter county and political subdivision of the State of Florida (“County”) relating in any way to the performance of the Agreement between Construction Manager and County, dated _____, 20____, for the period from _____ to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against County arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from County and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from County with respect to the Application for Payment referenced in paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to County.

(5) This Release and Affidavit is given for the purpose of obtaining payment from County of Construction Manager’s [monthly/final] Application for Payment No. _____ in the amount of \$_____.

Construction Manager:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

CERTIFICATION BY THE ARCHITECT-ENGINEER: I certify that I have checked and verified this Progress Payment Application; that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site; that all work and materials included in this Certificate have been inspected by me or by my authorized assistants; that all work has been performed and material supplied in full accordance with the terms of this Contract; and I approved for payment the amount noted above.

REVIEWED AND RECOMMENDED FOR PAYMENT: _____

Date: _____

Architect-Engineer

APPROVED FOR SERVICES, PERFORMED AS STATED BY: _____

Date: _____

Owner's Owner's Representative

EXHIBIT H: CONSTRUCTION MANAGER CHANGE ORDER

CHANGE ORDER NO. _____ AGREEMENT NO. 11950

CONSTRUCTION MANAGER: CHARLES PERRY PARTNERS INC
EFFECTIVE DATE:

PROJECT TITLE & DESCRIPTION: Civil Courthouse Roof Replacement; Construction Management Services for the roof replacement and solar installation at the Civil Courthouse
PROJECT NO.: 8201908

Under our AGREEMENT dated _____, 20____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of The Agreement:

For the Additive (Deductive) Sum of: (\$ _____). [Add or (Deduct)] From: the Contract Amount

Preconstruction Services Amount	\$ _____
GMP Amount	\$ _____
Total Contract Amount:	\$ _____
Sum of Previous Changes to Contract Amount	\$ _____
This Change Order [Add or (Deduct)]	\$ _____
New Total	\$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the Substantial Completion date is _____.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs. This change Order is not valid until approved by the County.

CONSTRUCTION MANAGER:

By: _____

Date: _____

ARCHITECT/ENGINEER:

By: _____
Date: _____

FACILITIES MANAGEMENT

By: _____
Date: _____

ALACHUA BOARD OF COUNTY COMMISSIONERS

By: _____

Name and Title

Accepted: _____, 20____

Approved as to Form

Attest

Alachua County Attorney

J. K. “Jess” Irby, Esq., Clerk (seal)

EXHIBIT I:

(reserved)

DRAFT

EXHIBIT J: CONSTRUCTION MANAGER'S STAFFING SCHEDULE

BID DATE: 7/12/2021 ESTIMATOR: ED				Rates		CPPI		Duration (enter only 1)			
Alachua County Civil Courthouse Roof Replacement				SALES TAXES				days			
Gainesville, FL				LABOR BURDEN				25.7 weeks			
Paul Stressing Architects				Included In Rate		40.00%		months			
CONT SEC	DESCRIPTION	QUANTITY	UNITS	MATERIAL W/TAX UNIT COST	TOTAL	SUBCONTRACTOR UNIT COST	% TO JOB TOTAL	EQUIVALENT TIME	LABOR RATE	COST	SUMMARY TOTAL
	OFFICE SUPERVISION										
O11305	Safety Director	26.0	wks	\$ - \$	-		0.05	1.3	\$ 2,834	\$ 3,684	\$ 3,684
	FIELD SUPERVISION										
O10240	Project Director - Eric Drummond	26.0	wks	\$ - \$	-		0.15	3.9	\$ 4,305	\$ 16,791	\$ 16,791
	Vehicle	4.0	wks	\$ 331	\$ 1,324				\$ -	\$ -	\$ 1,324
	Computer/ iPad	4.0	wks	\$ 125	\$ 500				\$ -	\$ -	\$ 500
	Cell Phone	4.0	wks	\$ 29	\$ 116				\$ -	\$ -	\$ 116
O11115	Assistant Project Manager 1 - Jysses Isambart	26.0	wks	\$ - \$	-		1.00	26.0	\$ 2,310	\$ 60,060	\$ 60,060
	Vehicle	26.0	wks	\$ 331	\$ 8,606				\$ -	\$ -	\$ 8,606
	Computer/ iPad	26.0	wks	\$ 125	\$ 3,250				\$ -	\$ -	\$ 3,250
	Cell Phone	26.0	wks	\$ 29	\$ 754				\$ -	\$ -	\$ 754
O11210	Project Superintendent 1 - Donald Fleming	26.0	wks	\$ - \$	-		1.00	26.0	\$ 2,564	\$ 66,675	\$ 66,675
	Vehicle	26.0	wks	\$ 331	\$ 8,606				\$ -	\$ -	\$ 8,606
	Computer/ iPad	26.0	wks	\$ 125	\$ 3,250				\$ -	\$ -	\$ 3,250
	Cell Phone	26.0	wks	\$ 29	\$ 754				\$ -	\$ -	\$ 754
										\$ 174,370 Starting Total	
										\$ 29,062 Starting per month	

EXHIBIT K**GMP FOR ROOF REPLACEMENT AND SOLAR INSTALLATION AT THE
ALACHUA COUNTY CIVIL COURTHOUSE**

Pursuant to Sections 4C and 7A of the Agreement the County and Construction Manager hereby establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

ARTICLE 1

In accordance with Section 2 of Agreement, Scope of Work, this Amendment and the other Contract Documents listed as Attachments 1 through 7 below, which are hereby incorporated into and made a part of the Amendment by this reference:

<u>Exhibit No.</u>	<u>Description</u>	<u>Page(s)</u>
K-1	List of Drawings and Specifications (minus the Drawings for Solar)	123 – 151
K-2	Schedule of Values	152
K-3	Itemized General Conditions	153
K-4	Assumptions and Clarifications	154 – 155
K-5	Completion Schedule	156

ARTICLE 2**GUARANTEED MAXIMUM PRICE**

2.1 Construction Manager's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement including Construction Manager's Fee as defined in Section 4 of the Agreement, is One Million, Four Hundred Sixty-Four Thousand, Six Hundred Twenty-Four Dollars and Zero Cents (\$1,464,624.00).

2.2 The GMP includes material that may be purchased directly by the County ("County Direct Purchases"). The estimated value of materials that may be purchased directly by the County. Construction Manager will initially process one (1) deductive Change Order under this Agreement for the entire estimated amount of County Direct Purchases, inclusive of sales taxes. Prior to final payment, a final reconciliation of the County Direct Purchases against the GMP will be performed and such deductive Change Order will be prepared for the County's review and execution.

2.3 The Construction Manager's Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of Ninety-Two Thousand, Nine Hundred Eight-One Dollars and Sixty-Seven Cents (\$92,981.67), said lump sum amount is included within the above noted GMP, and is not to be construed as an additional amount to the amount listed in the Agreement.

2.4 The General Condition expenses for the entire Work on this Project are hereby established as a not to exceed sum amount of Two Hundred Seventeen Thousand, Two Hundred Dollars and Zero Cents (\$217,200.00), said not to exceed sum amount is included within the above noted GMP. The items included as General Condition expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Exhibit No. K-3. This itemized list shall be based upon the following categories of the Cost of Work as listed in Exhibit O sections: A., 1. (b-d); 4.; 5. (c), (h). Except as said not to exceed sum amount for General Condition expenses

may be expressly adjusted by Change Order or Construction Change Directive, Construction Manager acknowledges and agrees that County shall have no liability for any General Condition expenses beyond payment of the above noted not to exceed sum amount and Construction Manager agrees that it shall not be entitled to receive any additional compensation from County for the General Conditions beyond the above not to exceed sum amount. Construction Manager acknowledges and agrees that unspent General Condition's items shall be returned to the County through a deductive change order.

2.5 The Construction Manager's bond costs for the entire Work on this Project shall be a not to exceed sum amount of Twelve Thousand, Nine Hundred Thirty-Three Dollars and Thirty-Eight Cents (\$12,933.38) said not to exceed sum amount is included within the above noted GMP.

2.6 Monthly installment payment of the Construction Manager's Fee shall be based upon the percent actual completion of the designated portion of the Work for each particular month as evidenced by actual costs submitted. The General Condition expenses shall be based upon actual costs as indicated by the supplied back up documents

2.7 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the not to exceed sum General Condition expense amount noted in paragraph 2.3 above, the Parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of Sixty-Two Thousand, Five Hundred Two Dollars and Eighty-Five Cents (\$62,502.85). Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Construction Documents and other County requested changes in the Work. The Construction Manager shall not be entitled to overhead and profit or other fee's for Work charged against this Contingency. Construction Manager shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining County's expressed written authorization to proceed. Construction Manager acknowledges and agrees that any Work which is to be charged against the contingency allowance that does not receive such prior written approval from the County shall be deemed to be part of Construction Manager's basic Work compensated within the GMP and not chargeable against the contingency. The Construction Manager shall keep a log of all items charged against the Contingency on the form attached as Exhibit O to this Agreement. The County reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditure become part of the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the Work will be credited from the GMP. Construction Manager has no entitlement to any portion of any unused contingency.

2.8 If project requires trench excavation in excess of five feet deep the Construction Manager acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Construction Manager certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Manager agrees to comply with all such required trench safety standards. The cost of such compliances is included in the GMP

2.9 Construction Manager is responsible, without reimbursement from County, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Construction Manager.

ARTICLE 3

CONTRACT TIME AND DAMAGES

3.1 The Project Services Commencement Date for the Work is January 11, 2022. The total period of time beginning with the Project Services Commencement Date through the date required for Substantial Completion of the Work is One Hundred Eighty Days (180) days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS **July 10, 2022**. The Final Completion date is established no longer than 30 days from the Substantial Completion date.

ARTICLE 4 **MISCELLANEOUS**

Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, County and Construction Manager agree that the terms of this Amendment shall prevail and control.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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EXHIBIT K-1: LIST OF DRAWINGS, SPECIFICATIONS, AND ADDENDA (MINUS THE DRAWINGS FOR SOLAR)

Alachua County Civil Courthouse Re-Roof, Plans dated January 27, 2021, are exempt from public records disclosure pursuant to Section 119.071(3)(b), Florida Statutes.

1. **Scope of Services.** The services requested services to replace the roof and add solar at the Civil Courthouse Building. The physical address for the Civil Courthouse Building is located at 201 East University Avenue Gainesville FL.

1.1. **General Requirements.**

- 1.1.1. The Construction Manager, (hereinafter, referred to as Construction Manager) must deliver the project within budget using an upfront guaranteed maximum price (GMP) for Construction Services. The Guaranteed Maximum Price (GMP) for construction services shall include, and is limited to, the total of:
 - 1.1.1.1. Aggregate net cost of the Construction Manager's General Conditions ("General Conditions Cost").
 - 1.1.1.2. Aggregate net cost directly to be paid, by the Construction Manager to subcontractors. ("Subcontracts Cost").
 - 1.1.1.3. Compensation for the Construction Manager management services ("Management Fees").
- 1.1.2. The Construction Manager shall not be allowed to self-perform any category of the work without prior written approval of the County.
- 1.1.3. The Construction Manager shall construct the project in accordance with federal, state, and local codes. Interface with the architect as required to participate on the project team which includes the Architect, Alachua County, Energy-Saving Construction Manager, special interest groups, and/or advisory boards.
- 1.1.4. The Construction Manager serves as one of three primary parties (County, Design Professional and Construction Manager) in determining cost, time, and design efficiencies to maximize project success.
- 1.1.5. The Construction Manager should appraise his or herself of the County goals and commitment as outlined in the Comprehensive plan and the energy reduction, lead by example policies, (www.alachuacounty.us), related to energy conservation, natural resources protection and green building policies and, assists the Design Professional in insuring that the design of the facility will meet those goals and commitments.
- 1.1.6. The Construction Manager shall assist the County by furnishing the necessary data for all necessary documents required by the City, County, State or Federal Grants, and approvals or grants.
- 1.1.7. Provide schedules indicating start/completion dates for the overall construction project and for shorter term detailed information, as requested by the County. Construction Manager shall use Microsoft Projects software to track project schedules, through doing so, provide the County with real time visibility over the project.
- 1.1.8. The Construction Manager shall attend a preconstruction conference within twenty (20) days, of receipt of the signed contract, unless extended by the Facilities Director or designee. The purpose of the conference is to establish a working understanding of the project and to discuss schedules and procedures for handling shop drawings and other submittals.
- 1.1.9. During construction, the Construction Manager shall respond to any Request for Information/s (RFIs) and/or Request for Clarification/s (RFCs) as to constructability, budget and project completion time within three (3) business days. All RFIs and RFCs will be communicated in writing, between all parties, and all parties will be copied on

this communication. Any RFIs or RFCs that could result in a change order will require the involvement of the County within the five (5) business day period. Additional guidance will be provided in the contract document.

- 1.1.9.1. The Construction Manager shall provide the County with copies of the Company's Quality Inspection and Control Program as this program will be reviewed during the RFP process and by the County during the Project Services.
 - 1.1.10. The Construction Manager, in consultation with the Design Professional and County, shall assist in the coordination, submission, tracking and approval of shop drawings and product approvals in consultation with the Architect.
 - 1.1.11. The Construction Manager shall provide a list of proposed Testing Companies acceptable to the County and the Architect from which testing services will be sought. All test results should be filed and should be accessible to the county during the duration of the project. After completion of the projects these reports should form part of the closing documents.
 - 1.1.12. The Construction Manager shall maintain log of all RFI, including all the responses, clarifications, instructions and/or comments that are generated from these RFI.
 - 1.1.13. In the event of an approaching hurricane or storm, the Construction Manager must take the necessary precaution to protect elements of the projects and to reduce the chance of unsecured construction materials becoming an added threat to surrounding lives and properties. The Construction Manager must ensure that the construction site is kept in a clean and safe manner, at all times, conducive for short notice visitations.
- 1.2. **Notices to Proceed.** The County through Facility Management will issue a First Notice to Proceed to the Construction Manager, with an initial expiration of thirty (30) days. This will allow the Construction Manager a mobilization period. The Second Notice to Proceed will be the Notice to Proceed with construction.

1.3. **Quality and Workmanship.**

- 1.3.1. The Construction Manager will be held responsible for maintaining quality workmanship throughout all phases of the project. The Construction Manager is required to provide upon request proof of certifications of persons performing specialized trades. Work that has been identified as substandard with deviation from industry standards shall be corrected or replaced in accordance the terms of the contract. Under no circumstances will inferior quality work will be accepted by the County.
- 1.3.2. The Construction Manager shall maintain a Construction Project Logbook at the site. As a minimum it must include the following information:
 - 1.3.2.1. Expenses/Material
 - 1.3.2.2. Material Deliveries
 - 1.3.2.3. Equipment/Use/Hours
 - 1.3.2.4. Equipment Rental
 - 1.3.2.5. Daily Work Force
 - 1.3.2.5.1. Superintendent
 - 1.3.2.5.2. Forepersons
 - 1.3.2.5.3. Electricians
 - 1.3.2.5.4. Plumbers

- 1.3.2.5.5. Roofers
- 1.3.2.6. Daily Work Log including:
 - 1.3.2.6.1. Activities accomplished from start to finish (for example 7:00am to 6:00pm).
 - 1.3.2.6.2. Delays/Problems
 - 1.3.2.6.3. Schedule Updates/Progress
 - 1.3.2.6.4. Extra Work/Authorized By
- 1.3.3. The Construction Manager should maintain records of significant issues relating to this project using the Project Notes.
- 1.3.4. The Construction Manager will insure the proper installation of the Solar PV system and that the system is hooked up properly to the building electrical system.
- 1.3.5. The Construction Manager should insure the proper removal of any and all asbestos containing materials with proper records of disposal.
- 1.3.6. The Construction Manager shall provide the County with their Safety Manual, a completed Jobsite Safety Review Checklist at mobilization, and monthly thereafter until completion.
- 1.3.7. The Construction Manager shall inform the County Facilities and the County Risk Manager of any accidents as soon as possible and provide the County with the accident report.
- 1.3.8. The Construction Manager should review with the County at least thirty (30) days prior to start up with the following information:
 - 1.3.8.1. Specific insurance requirements and certificates for the Construction Manager and subcontractors are to be submitted to the County and the Capital Project Coordinator before commencement of any work on the site. The project Superintendent or designee will notify the County immediately of any license or insurance policies that have expired.
 - 1.3.8.2. Field offices, temporary utilities, computers and use of telephones.
 - 1.3.8.3. Submit a Site logistic plan for approval by the architect and County. As a minimum, this plan shall address the following
 - 1.3.8.3.1. Maintain security of the job site, making sure that the height of the fence is adequate for the site and that it can be secured at the end of the day with minimum amount of time and effort.
 - 1.3.8.3.2. Gates should be established to allow ease of entry and egress, not only for small trucks but also for ready-mix concrete trucks and tractors-trailers.
 - 1.3.8.3.3. Parking areas to accommodate workers, visitors, representatives and subcontractors is space is available.
 - 1.3.8.3.4. Access points for trucks to unload material and return to the exit or main highway.
 - 1.3.8.3.5. Field office if necessary, taking into consideration the close proximity to site utilities such as electric, telephone, and water mains.
 - 1.3.8.3.6. Storage areas for material and supplies to be supplied by the general contractor.
 - 1.3.8.3.7. Lay-down areas will be required if a substantial amount of masonry work is involved.

- 1.3.8.4. Maintain visitor's sign in sheet and control over job site.
 - 1.3.8.5. Project Identification signs for approval by the County ensuring that they do not conflict with zoning restrictions.
 - 1.3.8.6. Security and access plan.
 - 1.3.9. The Construction Manager shall, when submitting Pay Applications process, provide the County with the following:
 - 1.3.9.1. Schedule of Values
 - 1.3.9.2. Financial backup documents
 - 1.3.9.3. Updated accounting of County's Contingency
 - 1.3.9.4. Notarized Construction Manager Progress Affidavit
 - 1.3.9.5. Release of Lien upon completion of various trades
2. **Desired Scope of Work for the Alachua County Civil Courthouse Roof Top – 97kW (estimated) Solar Photovoltaic System at 201 E. University Avenue, Gainesville, FL 32601**

2.1 **GENERAL PROVISIONS**

2.1.1 **Purpose**

Alachua County Board of County Commissioners desires a Construction Manager (CM) to oversee the installation of a 97 kW Solar Photovoltaic System on the Civil Courthouse roof top at 201 E University Ave, Gainesville, FL 32601. This project is to be coordinated through the Design Professional by the CM with the overall roof work such that it does not damage the roof nor void the County's roof warranty. The best time to install a solar photovoltaic system is immediately after the installation of roof and in coordination with the roofing company. The County also desires to minimize mobilization costs of the solar installation by being able to utilize the crane, elevator, or any hoists as part of the roof work.

2.1.2 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT H, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

2.1.3 Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

2.2 **BACKGROUND INFORMATION**

2.3 **SCOPE OF SERVICES**

The services requested, herein, are for **Solar Photovoltaic Systems**.

2.3.1 **Description of projects and Site Locations**

2.3.1.1 Alachua County Board of County Commissioners are continuing with the implementation of additional solar projects on building roof tops, covered parking lots and installing ground mounted systems where possible. It is desired that the solar project be coordinated through the Design Professional by the CM and with a building re-roof vendor with the solar contractor quickly following the installation of the new roof deck.

<u>Buildings</u>	<u>Proposed</u>	<u>System</u>
<u>Size</u>		
Civil Courthouse	97 kW	

2.3.2 **General Specifications**

2.3.2.1 The CM will solicit qualified solar vendors having experiences with designing and installing solar photovoltaic (PV) Systems to assist the County with solar projects. This project scope is for a PV system, interconnected to the utility grid with utility providers at the Civil Courthouse roof top.

2.3.2.2 The Construction Manager will coordinate through the Design Professional the hiring of a vendor to perform several functions:

2.3.2.2.1 work with the Construction Manager and Design Professional the design of the project and approval of materials selected for the project

2.3.2.2.2 provide certified and approved construction documents

2.3.2.2.3 provide the CM, Design Professional, and County with the return on investment (ROI)

2.3.2.2.4 coordinate with the CM and Design Professional in bidding the work

2.3.2.2.5 oversee the project installation

2.3.2.2.6 conduct joint substantial and final completion inspections with CM, Design Professional, and County

2.3.2.2.7 accompany CM, Design Professional, and County Staff during the one (1) year warranty inspection

2.3.2.3 Vendors must work with CM, consultants and other agencies in achieving the County’s goals of installing various solar projects on the Civil Courthouse rooftop.

2.3.2.4 Whatever system is proposed and accepted, it must be certified by the Florida Solar Energy Center (FSEC) as required by Florida Statutes and noted as such. Vendors and individuals employed by the Vendors, including subcontractors, must be appropriately licensed by the State of Florida to perform the specific services described in this RFP.

2.3.2.5 Due to possible interruption of operations creating a detriment to

building occupants and courthouse staff members, it is requested that vendors be prepared to modify their installation schedule and to not interfere with court proceedings.

2.3.3 **Design and Installation**

2.3.3.1 The selected Vendors shall coordinate with the CM and Design Professional design, engineer and install the solar PV systems to maximize the solar energy resources at the selected site. The following outlines the general requirements of the bidder for this type of project.

- 2.3.3.1.1 Provide and install complete PV power system with on-going tracking and monitoring devices.
- 2.3.3.1.2 All PV power system designs supplied for this project must have a design review and approval from the Florida Solar Energy Center (FSEC).
- 2.3.3.1.3 All PV power system interconnection design must comply with Gainesville Regional Utilities' (GRU) Agreement for Interconnection and Parallel Operation of Distributed Resources which can be reviewed at their website, <http://www.gru.com/Pdf/Photovoltaic5.pdf>, if applicable; Or, the applicable utility provider serving each site location. It is the responsibility of vendors to verify with the site utility provider that the vendors have employed the latest version of the Interconnection Agreement in this proposal. Vendors should list the date of the version of the agreement used in preparation of the design.
- 2.3.3.1.4 Specify layout and location of the system at the preferred site.
- 2.3.3.1.5 Specify an appropriate interconnect to the utility grid that meets the utility provider's specifications.
- 2.3.3.1.6 Deliver, secure, assemble and install the equipment at each site location.
- 2.3.3.1.7 Vendor shall conduct acceptance testing on each system and a minimum of one-hour training for each site location on the operation and maintenance of the system.
- 2.3.3.1.8 Provide required documentation and Systems Operations Manual.
- 2.3.3.1.9 If materials are to be stored on site and to reduce the risk of vandalism, theft and personal injury in the installation and operation of the system by providing a utility standard 6-foot high chain-linked perimeter fencing with appropriate access gates and three strands of barbed wire. To minimize mowing and trimming maintenance, proposal shall include vegetative inhibition techniques,

such as rock, within the fenced perimeter.

- 2.3.3.1.10 Due to possible high wind loads and subsequent potential for damage from flying debris, all PV arrays must be securely installed to roof structure, as appropriate, dictated by site conditions. Wind load calculations shall be appropriate to this site and provided as part of the Systems Operation Manual.
- 2.3.3.1.11 All PV arrays should be oriented in such a way as to maximize annual energy production in compliance to GRU's Zero net power production.
- 2.3.3.1.12 The bidder will acquire a pre-approved material list and work with the CM, Design Professional, and County to direct purchase any and or all necessary material for the job if there is an estimated cost savings for direct purchase.
- 2.3.3.1.13 Work with the CM and Design Professional with negotiating any connection requirements with the utility providers.

2.3.4 **System Configuration and Operational Requirements**

- 2.3.4.1 The PV power system shall include an array of PV modules and support structures and enclosure, an inverter and associated balance-of-system (BOS) components including wiring, conduit, over current devices, surge suppression and grounding equipment, load sub panels and metering equipment.
- 2.3.4.2 The selected vendors shall supply all equipment, materials, permits and labor necessary to install the solar PV systems and integrate them with other power sources. The awarded vendor shall install PV modules, inverters and other components that meet the FSEC Standards.

2.3.5 **Electrical Interconnection**

The awarded vendor shall supply and install all equipment required to interconnect the solar PV systems to the utility distribution system as shown in plans. The awarded vendor shall fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be the responsibility of the awarded vendor.

2.3.6 **Monitoring**

The selected Vendor shall provide a turnkey data acquisition and display system that allows the County to monitor, analyze and display historical and live solar electricity generation data at the site. The system shall allow County; if practical, the public to monitor at a minimum, system performance, system availability, capacity factor and degradation. The cost for the monitoring system shall be included in the contract negotiations between solar vendor and CM. Public monitoring shall be separately itemized.

2.3.7 **Commissioning and Acceptance Testing**

- 2.3.7.1 During the start-up, CM and/or its independent engineer shall

observe and verify each system's performance, with respect to each component or subsystem manufacturer's claimed performance, and all standards and specifications.

2.3.7.2 Required commissioning and acceptance test services includes:

2.3.7.2.1 starting up the solar PV systems until they achieve the performance requirements

2.3.7.2.2 conducting the successful delivery of power within thirty (30) days following completion of a system

2.3.7.3 Solar Voltaic, Balance of System and Interconnection Technical Standards

Customer side of utility revenue meter	National Electrical Code
Inverters	Underwriter's Laboratory Standard 1741 [2]
Interconnection requirements for PV systems	Institute of Electrical and Electronics Engineers IEEE 1547
Utility Electric Distribution Systems	National Electrical Safety Code
Safety Standard for Flat Plate PV modules and panels	UL Standard 1703
Qualification of PV Modules	IEEE 1262-1995 or IEC Standard 61646
Utility Interface of PV systems	IEEE Standard 929

2.3.8 **Systems Operations Manual for O&M, Documentation, and As-Built Drawings**

2.3.8.1 The awarded vendor shall provide two (2) sets of site-specific operation, maintenance, and parts manuals for the installed solar PV system. The manuals shall cover all components, options, and accessories supplied. They shall include maintenance, troubleshooting, and safety precautions specific to the supplied equipment at that site. The awarded vendor (s) shall also provide two sets of as-built drawings in SketchUp Pro.

2.3.8.2 These requirements shall be delivered prior to acceptance of the site-specific system.

2.3.9 **O&M Training**

2.3.10 The awarded vendor, through the CM, shall provide training to appropriate personnel selected by the County such that those personnel can start-up, shutdown, operate, monitor, maintain and troubleshoot the systems provided. The County and awarded vendor shall agree upon dates of training at least four weeks before commissioning.

2.3.11 Date (s) of training shall be planned prior to first system start-up.

2.3.12 **Rebates and Renewable Energy Credits**

2.3.12.1 If there is an opportunity for utility rebates or Renewable Energy Credits to reduce the system cost to the County, the CM will work with the vendor to secure these reductions. The CM working with the vendor will apply for them for the County, for any applicable federal, state or local government rebates, as well as utility rebates. The awarded vendor must provide, within two weeks of commissioning, all associated documentation needed to assist

County in its effort to secure these rebates.

- 2.3.12.2 The awarded vendor also agrees to assist the CM and County in applying for these rebates. Any Renewable Energy Credits (REC) generated by this project are the property of Alachua County.

2.3.13 **Warranties and Guarantees**

- 2.3.13.1 System warranties must be provided on the individual components, as part of the Systems Operations Manual along with supporting documentation. Panels recommended shall have at least a 25-year warranty. All other supplied components must have a minimum 5-year warranty. The method for implementing a warranty provision must be clearly established and handled by the system supplier as the single point of contact for warranty services.

- 2.3.13.2 The CM, via Design Professional, will coordinate with the vendor and provide documentation to the County from the roofing material supplier that the installed system does not invalidate the roof warranty.

2.3.14 **PV Equipment**

- 2.3.14.1 Vendor will include solar modules, inverter(s), roof mounting hardware, monitoring equipment and balance of system equipment as a package. Vendors shall specify expected life of the system, as well as for individual components, projected power production, panel degradation rates, and life-cycle energy cost in cents per kilowatt-hour.

- 2.3.14.2 All PV power equipment included in the proposal, must be approved by CM and Design Professional and must have a design review and approval from the Florida Solar Energy Center (FSEC). All engineering to be signed and sealed by a Florida registered engineer and placement of equipment on roof coordinated with the roofing manufacturer to ensure preservation of the roof warranty.

- 2.3.14.3 Design Professional, CM, and solar vendor shall confirm structural calculations for wind loading that meet or exceed County code requirements.

- 2.3.14.4 The approved, by the CM and Design Professional, panel will be a crystalline panel (either single or poly-crystalline); preference will be given to this technology. Other panel technology will be evaluated against this preference. The PV modules must meet industry-accepted standards for performance, reliability, and safety. Evidence to support these criteria must be contained in the manufacture's system manual, which shall include all applicable information concerning the equipment and installation.

- 2.3.14.5 PV modules and panels must be listed and in compliance with the Underwriters Laboratories (UL) standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels. PV modules must also meet or exceed IEC 61215 and any other relevant standards, in addition to utility standards required in the Agreement

for Interconnection for compliance with that utility provider. The PV equipment must be able to withstand high wind loads and potential damage from flying debris.

2.3.15 Inverters

Single or multiple inverters rated for a total output of 25 kW will be required. The inverter (s) must be listed and in compliance with UL 1741-2005, "Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources," and all elements of the IEEE 1547 interconnection standards.

2.3.16 Hardware

Generally, the County is interested in fixed mounts (non-tracking) but will entertain proposals with tracking systems. The system hardware must be in compliance with UL 1741. All mounting to be engineered and coordinated with the roofing contractor.

2.3.17 Monitoring Equipment

Your proposal shall also include a web-based data acquisition and display system that allows the County to monitor, analyze and display historical and real-time solar electricity generation data for all installed sites. The system shall allow the County to monitor at a minimum, system performance, system availability, capacity factor and degradation.

2.3.18 System Installation

Installation of the PV power system shall be performed by the successful awarded vendor, including coordination with CM, Design Professional, County staff, utility provider and permitting authorities. Vendors must provide detailed descriptions and references for previous work of this nature, as well as proof of certification to perform this work for both the vendor's firm and individuals who will be employed by the firm.

2.3.19 Operations and Maintenance Documentation and Training

Vendors shall include all necessary operations and maintenance instructions and schedules needed for County Staff to perform operations and maintenance tasks. A complete description of the work tasks and schedules that should be followed by County Staff should be included.

2.3.20 System Pricing for Civil Courthouse

2.3.20.1 Each proposed design shall include a performance evaluation that describes, at a minimum, the following:

2.3.20.1.1 System Cost

2.3.20.1.2 Cost of the Equipment, Itemized Listing

2.3.20.1.3 Cost of All Materials, Itemized Listing

2.3.20.1.4 Cost of Services, Itemized Listing

2.3.20.1.5 Installation Cost Per Watt of the Proposed System

2.3.20.1.6 Calculations Supporting All Above Cost

2.3.21 Vendors shall provide, at a minimum, the following:

Energy Delivered: Calculation of the amount of energy to be produced, in kW-hours

2.3.22 Performance Measures

2.3.22.1 The solar vendor, Design Professional, and CM must

provide a detailed analysis on the Internal Rate of Return (IRR) during the design phase and confirmed at project close-out.

- 2.3.22.2 An Internal Rate of Return (IRR) calculation spreadsheet shall show on a per year basis the estimated system productivity, value of in dollars of energy produced, estimated maintenance cost, estimated insurance cost to show when the initial equity investment breaks even. The total IRR should extend to for the entire system life and recognize the periodic cost of replacing inverters and other supporting equipment in its calculation.

2.4 **PROPOSAL REQUIREMENTS AND ORGANIZATION**

Proposals must be submitted setting forth the information called for below in the format required. Each proposal should contain the following:

2.4.1 **Vendor Qualifications and Staff**

The Vendor shall identify the manager and key staff who would be directly assigned to this project. Provide resumes to include years of experience within the area of specialty, length of service and knowledge of local government, specifically working with judicial system projects.

- 2.4.1.1 Summary of the Consultant's current workload and ability to satisfy the County requirements.
- 2.4.1.2 A brief statement shall be included, on the background, organization and size.
- 2.4.1.3 The one person designated to act as primary liaison between the CM, Design Professional and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.
- 2.4.1.4 If any services are to be subcontracted, then those Consultants must be identified. Qualifications of any sub-contractors(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal to the CM.
- 2.4.1.5 As the project is at a Courthouse the Vendor staff and their subcontractor working on site must be able to pass any enhanced background checks as required by the Court House.

2.5 **PROFESSIONAL RESPONSIBILITY**

All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed.

The Vendor shall accept full responsibility for the work as described herein.

2.5.1 **Insurance Requirements**

The selected proposer/Consultant shall provide a Certificate of Insurance to the CM with a Thirty (30) day notice of cancellation. If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished Thirty (30) days prior to the date of expiration.

2.5.2 **Performance Bond**

A performance bond and payment bond in an amount equal to one hundred percent (100%) of the project amount will be required of the awarded vendor and must be

provided to the CM.

Exhibit K-2

Schedule of Values


CHARLES PERRY PARTNERS, INC. Guaranteed Maximum Price Alachua County Civil Courthouse Roof Replacement Alachua County 20-942 August 20, 2021										 CHARLES PERRY PARTNERS, INC.	
Item No.	DESCRIPTION	QTY	UNIT	LABOR U/P	AMOUNT	MATERIAL U/P	AMOUNT	SUBCONTRACTOR U/P	AMOUNT	Totals by Line	Subtotal
	GENERAL CONDITIONS & STAFFING	0 wk		0.0	months			GC Subtotal (Includes Staffing):		217200.00	
1	STAFFING COSTS	0 wk		0.0	months						
89								GC Subtotal (Includes Staffing):			217,200.00
90	DIV. 02 - EXISTING CONDITIONS										
91	7T.02.41.07 Existing Roof Demolition and Abatement	1 ls		0	0.00	0	0.00	250000	250,000.00	250,000.00	
94											250000.00
111	DIV. 06 - WOOD AND PLASTIC										
112	7T.06.11.02 Rough Carpentry Wood Nailer Replacement	1000 lf		0	0.00	0	0.00	7.5	7,500.00	7,500.00	
118											7500.00
119	DIV. 07 - WEATHER PROTECTION										
120	7T.07.51.10 Built-Up Modified Bit Roofing System	1 ls		0	0.00	0	0.00	411000	411,000.00	411,000.00	
121	7T.07.11.10 Waterproofing & Dampproofing	1 allow		0	0.00	0	0.00	4000	4,000.00	4,000.00	
123											415000.00
172	DIV. 22 - PLUMBING										
173	7T.22.10.10 Roof Drain Replacement Allowance	0 ea		0	0.00	0	0.00	475	0.00	0.00	
174	7T.22.10.10 Raise VTR's Allowance	0 ea		0	0.00	0	0.00	275	0.00	0.00	
177											0.00
178	DIV. 23 - HVAC										
179	7T.23.10.05 Raise HVAC Curb Allowance	0 allow		0	0.00	0	0.00	3000	0.00	0.00	
179	7T.23.10.05 Fan Removal/Replacement Allowance	0 allow		0	0.00	0	0.00	5500	0.00	0.00	
188											0.00
189	DIV. 26 - ELECTRICAL										
190	7T.26.30.05 Lightning Protection Removal/Replacement	1 ls		0	0.00	0	0.00	17675	17,675.00	17,675.00	
191	7T.26.30.05 Rooftop Equipment Removal Allowance	1 allow		0	0.00	0	0.00	5000	5,000.00	5,000.00	
191	7T.26.33.10 Solar Photovoltaic System - 97kW	1 ls		0	0.00	0	0.00	145687	145,687.00	145,687.00	
197											168362.00
202	DIV. 31 - EARTHWORK										
209	7T.32.12.05 Asphalt Paving Restoration/Landscaping Repair	2000 sf		0	0.00	0	0.00	3.5	7,000.00	7,000.00	
211											7000.00
212	DIV. 32 - CONSTRUCTION AIDS										
213	7T.32.18.20 Scaffolding Access Tower	6 mo		0	0.00	0	0.00	9500	57,000.00	57,000.00	
214	7T.32.80.55 Crane Rental - 65' Parapet Height; 35T, 80'R	5.75 mo		0	0.00	0	0.00	22260	127,995.00	127,995.00	
216											184995.00
217											
5F.81.15.25	SUBTOTAL Burden & Taxes			0.00%	0.00	0.00	7.00%	0.00		1,250,057.00	1,250,057.00
	SUBTOTAL				0.00		0.00			1,250,057.00	
5F.81.10.15	Owner/CPPI Contingency	5.0%								62,502.85	
	SUBTOTAL									1,312,559.85	
5F.81.05.36	Alachua County Permit Fee	1.2%								15,750.72	
	SUBTOTAL									1,328,310.57	
5F.81.10.05	Subcontractor Default Insurance	1.38%								18,317.40	
5F.81.10.05	Management Fee	7.0%								92,981.67	
5F.81.15.20	Gen Liab. And Builders Risk Insurance	0.85%								12,080.98	
	SUBTOTAL									1,451,690.62	
5F.81.15.05	P&P Bond									12,933.38	
	TOTAL									\$1,464,624.00	

Exhibit K-3**Itemized General Condition Expenses**

Alachua County Civil Courthouse Roof Replacement				BID DATE: 7/12/2021		ESTIMATOR: ED		<div>CPPI</div>			Rates			Duration (enter only 1)								
DESCRIPTION				DAYS: 180		CHECKED:					SALES TAXES			days								
																	LABOR BURDEN			25.7 weeks		
																	Included in Rate 40.00%			months		
Gainesville, FL				WEEKS: 26.0		ESTIMATE #																
Paul Stressing Architects				MONTHS: 6.00																		
CONT	SEC	DESCRIPTION		QUANTITY	UNITS	MATERIAL W/TAX		SUBCONTRACTOR		% TO	EQUIVALENT	LABOR	SUMMARY									
						UNIT COST	TOTAL	UNIT COST	TOTAL	JOB	TIME	RATE	COST	TOTAL								
OFFICE SUPERVISION																						
011305		Safety Director	26.0	wks		\$ -	\$ -			0.05	1.3	\$ 2,834	\$ 3,684	\$ 3,684								
FIELD SUPERVISION																						
010240		Project Director - Eric Drummond	26.0	wks		\$ -	\$ -			0.15	3.9	\$ 4,305	\$ 16,791	\$ 16,791								
		Vehicle	4.0	wks		\$ 331	\$ 1,324					\$ -	\$ -	\$ 1,324								
		Computer/iPad	4.0	wks		\$ 125	\$ 500					\$ -	\$ -	\$ 500								
		Cell Phone	4.0	wks		\$ 29	\$ 116					\$ -	\$ -	\$ 116								
011115		Assistant Project Manager 1 - Ulysses Isambert	26.0	wks		\$ -	\$ -			1.00	26.0	\$ 2,310	\$ 60,060	\$ 60,060								
		Vehicle	26.0	wks		\$ 331	\$ 8,606					\$ -	\$ -	\$ 8,606								
		Computer/iPad	26.0	wks		\$ 125	\$ 3,250					\$ -	\$ -	\$ 3,250								
		Cell Phone	26.0	wks		\$ 29	\$ 754					\$ -	\$ -	\$ 754								
011210		Project Superintendent 1 - Donald Fleming	26.0	wks		\$ -	\$ -			1.00	26.0	\$ 2,564	\$ 66,675	\$ 66,675								
		Vehicle	26.0	wks		\$ 331	\$ 8,606					\$ -	\$ -	\$ 8,606								
		Computer/iPad	26.0	wks		\$ 125	\$ 3,250					\$ -	\$ -	\$ 3,250								
		Cell Phone	26.0	wks		\$ 29	\$ 754					\$ -	\$ -	\$ 754								
														\$ 174,370	Staffing Total							
														\$ 29,062	Staffing per month							
														\$ 217,200	Total Staff & GR							
														\$ 36,200	Total Per Month							

\$632935272d1d\$B61F98035504465995FAE8DF887A757.docx

Exhibit K- 4

Assumptions and Clarifications



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August 20, 2021

Alachua County Facilities Management
915 SE 5th Street
Gainesville, FL 32601

Attn: Mr. Steve Wargo

Re: **Alachua County Civil Courthouse Roof Replacement
Guaranteed Maximum Price Proposal
Project No. Alachua County 20-942**

Dear Mr. Wargo:

Attached is a copy of our GMP Proposal for the Alachua County Civil Courthouse Roof Replacement project in accordance with the Contract Documents prepared by Paul Stressing Associates, Inc. dated January 27, 2021 and the Desired Scope of Work Document for 97kW (estimated) Solar Photovoltaic System provided to CPPI via email on April 21, 2020.

SUMMARY OF WORK:

1. This project includes the removal of both the existing original gravel ballasted coal tar roof and the spray-in foam roof over roof coating systems that was installed over the original roofing system and replacement with a new 3-ply modified bitumen roofing system. Lighting Protection restoration and recertification are included.
2. Abatement and removal of the existing Asbestos Containing Material (ACM) is included.
3. Also included in this project is a 97kW Solar Photovoltaic System to be interconnected to the GRU Electrical Grid system and installed quickly after the installation of the new roof deck and shall adhere to the requirements set forth in the project-specific Desired Scope of Work document provided by the County.

The Guaranteed Maximum Price for this project is:

One Million Four Hundred Sixty Four Thousand Six Hundred Twenty Four Dollars

\$1,464,624.00

[END – SUMMARY OF WORK]

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SCOPE CLARIFICATIONS & ASSUMPTIONS

DIVISION 1 – GENERAL REQUIREMENTS:

1. We have anticipated the project duration to be 26 weeks. We have based our staffing on this duration. The project includes a Project Manager and a full time, onsite Superintendent.
2. We have based our working hours on standard 8 hr (8am-5pm M-F) working hours only. We understand that there may be isolated instances where we have to stop work for noise or security concerns by building occupants.
3. We have included a breakdown of our staffing and general conditions costs as part of this proposal, but we will be billing these costs as a lump sum with no cost backup as part of the billing. We will bill our costs as an overall percentage complete. If full billing backup is required, we will need to have additional staffing to handle the accounting and reporting.
4. We have included costs to establish a small laydown and staging area in the current drive thru parking lot area on the south side of the building. We intend to stage all of our dumpsters, materials, scaffolding stair tower, and crane access from this area for the duration of the work
5. We have included a scaffolding stair tower for access for all workers
6. We have included costs for crane access and service for the duration of the project including roofing demolition and abatement, installation of new roof, and Solar Photovoltaic System installation.
7. We have included the cost of an Alachua County Building Permit
8. We have not included costs for asbestos testing or monitoring (3rd Party).
9. We have included a 5% **Owner/CPPI** Contingency
10. We have NOT included any masonry or concrete repairs to the existing river rock wall cladding
11. We have NOT included repairs and/or modifications to the existing lightweight concrete deck
12. We have NOT included replacement of any roof mounted HVAC or electrical equipment
13. We have NOT included modification to any openings (doors, access hatches, etc.)

DIVISION 2 – EXISTING CONDITIONS (DEMOLITION & ABATEMENT):

1. We have included removal of the existing spray-foam roof over roof system with a typical, non-hazardous disposal method.
2. We have included removal and legal, approved disposal and abatement of approximately 25,000 SF of asbestos containing roofing.
3. We have included removal of all sheet metal flashings, penetration flashings and base flashings.
4. We have included removal the existing roof systems down to the existing lightweight insulating concrete roof deck. Demolition and abatement contractor will prepare all surfaces and penetrations for the installation of the new modified bitumen roof system.
5. This work scope is based on the installation of 400sf of demolition per day.
6. We have assumed the existing lightweight insulating concrete roof deck will withstand pull tests of at least 40psf or higher.
7. We have not included replacing any Light Weight Insulating Concrete (LWIC) deck.

DIVISION 07 - THERMAL AND MOISTURE PROTECTION:

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1. We have included a new 3 ply modified bitumen roof system (1 SF base sheet, 1 inner ply Paradiene 20, and 1 cap sheet of 30 FR BN WHI A720. All roofing to be set in cold adhesive PA-311R Adhesive
2. We have included a 1 ply aluminum vernal and 1 ply Paradiene 20 Torch Grade fully adhered on vertical surfaces and terminated in accordance to the plans and manufacturer's specifications.
3. We have included all flashing at internal drains, thru wall overflow scuppers and penetrations through roof as shown in the Contract Documents.
4. This work scope is based on the installation of 400sf of modified bitumen roofing a day.
5. We have included sheet metal flashing and trim consisting of:
 - a. Factory made aluminum parapet coping in a standard manufacturer's standard painted color per plan and specifications.
 - b. Mill finished aluminum counter flashings, reglets and terminations per plan and specification.
6. Includes a Siplast 20 Year No Dollar Limit (NDL) Warranty for materials from roof system manufacturer and a 2 year workmanship warranty from the roofing contractor.
7. We have included new retrofit roof drains at all locations.
8. We have included an allowance for the replacement of rotten or missing wood blocking/nailers.
9. We have included an allowance for Waterproofing & Dampproofing.
10. We have included an allowance to raise or change existing pipe penetrations through the deck
11. We have not included installation of any new roof hatches.
12. We have not included any repair or replacement of Light Weight Insulating Concrete (LWIC) deck.

DIVISION 09 - FINISHES:

1. All interior finish work new or existing is excluded.

DIVISION 26 - ELECTRICAL:

1. We have included removal of the existing lightning protection system and installation of a new Aluminum system per UL96A requirements. Aluminum conductors and related system components to be used at all transitions from existing copper deck conductors and at locations that are to receive new aluminum parapet coping. Re-certification (Letter of Finding) of the lightning protection system from UL Laboratory is included. We have assumed re-use of the existing Copper wire conductor cable on roof deck.
2. We have included installation of a new 97kW Solar Photovoltaic (PV) System at the rooftop after the new roof installation is completed.
3. The Solar PV System shall comply with all of the County's requirements set forth in the document "97 kW (estimated) Solar Photovoltaic System: Desired Scope of Work for the Alachua County Civil Courthouse Roof Top" provided by the Alachua County BOCC to CPPI.
4. The PV power system shall include an array of PV modules and support structures and enclosure, an inverter and associated balance-of-system (BOS) components including wiring, conduit, over current devices, surge suppression and grounding equipment, load sub panels and metering equipment as required by the county.
5. The PV System will fully interconnect with GRU's utility distribution system and comply with GRU's Agreement for Interconnection and Parallel Operation of Distributed Resources and will fulfill all application, study, and testing procedures to complete the interconnection process.
6. We have included providing full PV System web based monitoring.
7. We have included commissioning of the solar PV array to required performance.

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8. As of the time of this proposal there are no known rebates or incentives available locally. Renewable Energy Credits (REC's) are automatically the property of the property owner per the GRU interconnection agreement.
9. We have included conduit for the Solar PV System to be surface mounted and run on the exterior of the building at the rear/southeast corner of the building to be in proximity of the existing electrical gear.
10. We have included an allowance for Electrical Equipment Removal & Replacement to allow proper installation of the new roofing system.

DIVISION 31 – EARTHWORK:

1. Includes restoring the areas disturbed during construction in the area of the lay down yard and stair tower scaffold. Items will be repaired at the completion of the roofing work.

[END – SCOPE CLARIFICATIONS & ASSUMPTIONS]

We appreciate the opportunity to provide you with this proposal. Please notify us if you wish to proceed with this work or if you have any questions.

Sincerely,

Charles Perry Partners Inc.

Eric Drummond

Project Director

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ATTACHMENT C

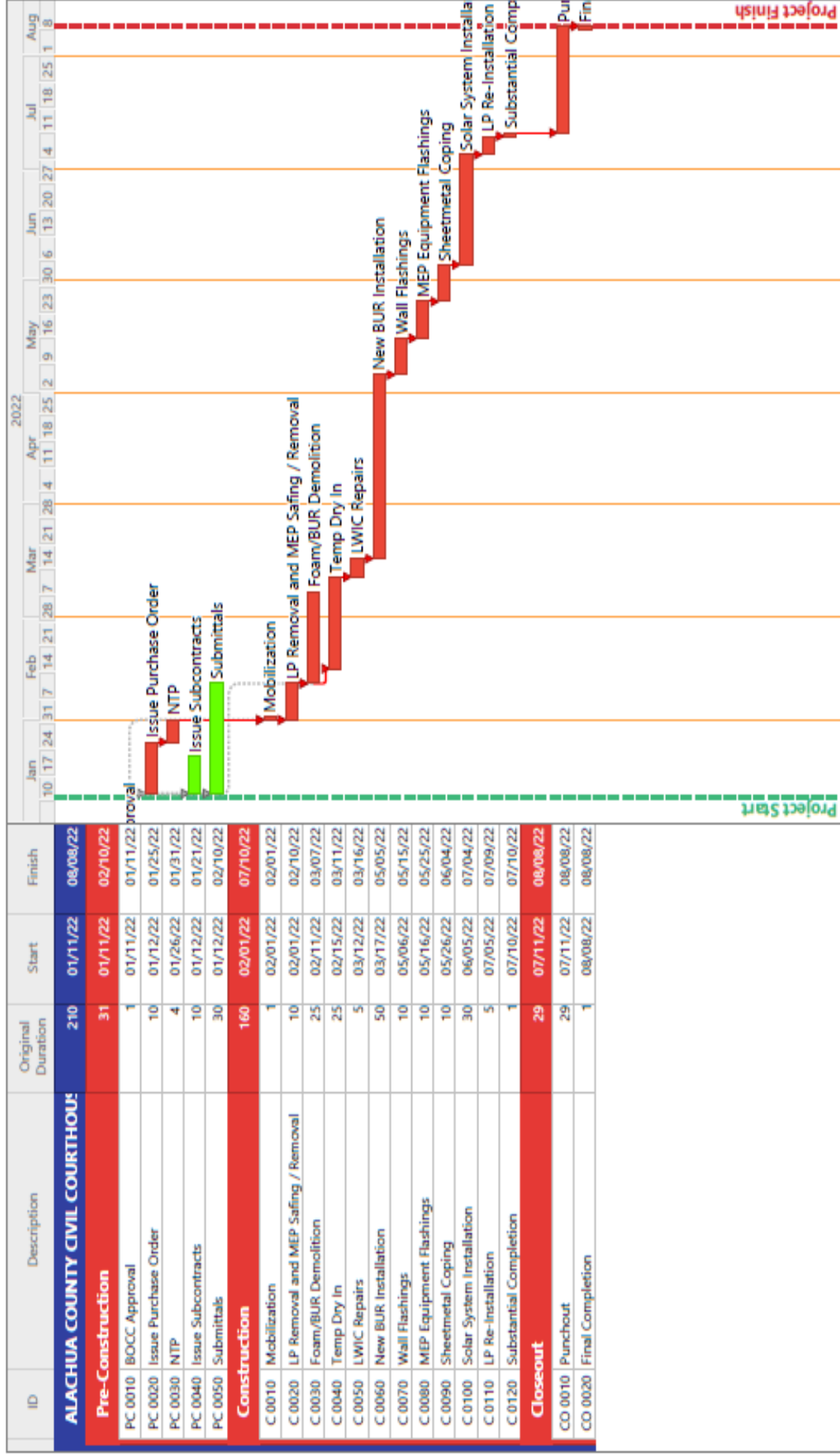
ALACHUA COUNTY CIVIL COURTHOUSE ROOF REPLACEMENT PROJECT NO.: ALACHUA COUNTY 20-942 CONTRACT DOCUMENTS

Sheet Number	Sheet Name	Issue Date
A.0	No Sheet Title (Cover Page)	January 7, 2020
A.1	No Sheet Title (Project Site Plan, Codes & General Notes)	January 7, 2020
A.2	No Sheet Title (Existing Roof Plan)	January 7, 2020
A.3	No Sheet Title (Original North Elevation)	January 7, 2020
A.4	No Sheet Title (Photos – Existing Roof Conditions (1))	January 7, 2020
A.5	No Sheet Title (Photos – Existing Roof Conditions (2))	January 7, 2020
A.6	No Sheet Title (Photos – Existing Roof Conditions (3))	January 7, 2020
A.7	No Sheet Title (Photos – Existing Roof Conditions (4))	January 7, 2020
A.8	No Sheet Title (Photos – Existing Roof Conditions (5))	January 7, 2020
A.9	No Sheet Title (Renovated Roof Plan)	January 7, 2020
A.10	No Sheet Title (Existing & Renovated Details)	January 7, 2020
A.11	No Sheet Title (Roof & Thru-Wall Details)	January 7, 2020
A.12	No Sheet Title (Equipment Curb & Flashing Details)	January 7, 2020

Limited Asbestos Survey Report – Roof Survey February 5, 2020

Desired Scope of Work - Alachua County Civil Courthouse Roof Top –
97 kW (estimated) Solar Photovoltaic System *Not Dated

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Exhibit K- 5**COMPLETION SCHEDULE**

Start Date: 01/11/22
 Finish Date: 08/09/22
 Data Date: 12/28/21
 Run Date: 12/28/21
 Alachua County Courthouse CPM 12.28.2021.ppx

Page 1A

ALACHUA COUNTY CIVIL COURTHOUSE RE-ROOF



EXHIBIT L: TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Construction Managers Competitive Negotiations Act, Section 287.055, Florida Statutes, Construction Manager certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of the execution of this Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the Contract Amount was increased due to inaccurate, incomplete or non- current wage rates and other factual unit costs.

CONSTRUCTION MANAGER:

CHARLES PERRY PARTNERS INC


DocuSigned by:

By: 0B38CB409DCC444...
Print Name: Eric Drummond
Title: Vice President, Business Development
Date: 11/23/2021

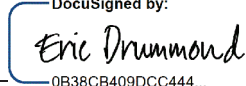
EXHIBIT M: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Project Description: ***Civil Courthouse Roof Replacement***; *Construction Management Services for the roof replacement and solar installation at the Civil Courthouse*

Corporate Name: Charles Perry Partners Inc
Address: 8200 NW 15th Place Suite B
City/State/Zip: Gainesville, FL 32606
Phone Number: (352) 333-9292
Point of Contact: Matthew Webster
E-mail Address: matt.webster@cppe.com

CONSTRUCTION MANAGER

DocuSigned by:
By:  _____
0B38CB409DCC444...
Print: Eric Drummond
Title: Vice President, Business Development
Date: 11/23/2021

IF THE CONSTRUCTION MANAGER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT N: CONTINGENCY FUND DISBURSEMENT REQUEST**Date:** _____**Request No.:** _____**Project Name:** Civil Courthouse Roof Replacement; Agreement No. 11950**Project No.** 8201908**Architect:****Construction****Manager:** CHARLES PERRY PARTNERS INC

The Construction Manager hereby requests that the following activity be funded by the project contingency. The contractor is making this request after determining that the listed activity is not part of the itemized guaranteed maximum price. Signature by all Parties listed below is required in order to disburse the contingency funds. The County requires a minimum of one original returned to the County along with a copy of the updated contingency fund log sheet, after execution of the request by all Parties.

<u>Description of Activity</u>		<u>Reason For Request</u>	
Additional Time Requested:		Yes	No
		Calendar Days	

Cost of Activity:

Subcontractor Costs (Attach Price Quote(s)):	\$	_____
Subcontractor Allowed Markup Per County's Agreement:	\$	_____
Total Requested Contingency Disbursement Amount	\$	_____
Previous Contingency Amount	\$	_____
Amount of This Request	\$	_____
Current Contingency Amount	\$	_____

Accepted by:_____
(Construction Manager)_____
Date

Accepted By:

(Design Professional)

Date

Accepted By:

(County)

Date

EXHIBIT O: CONTINGENCY FUND DISBURSEMENT LOG

DATE: _____ **BEGINNING CONTINGENCY:** \$ _____

PROJECT NAME: Agreement No. 11950; Civil Courthouse Roof Replacement **PROJECT NO.:** 8201908

PERIOD TO	REQUEST #	REQUEST DESCRIPTION	REQUEST COST	CONTINGENCY BALANCE