

AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «25th» day of «June» in the year «2025»
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Palm Beach North Athletic Foundation, a Florida not for profit corporation »
«2000 PGA Blvd
Suite 4440
Palm Beach Gardens, FL 33408»
« »

and the Construction Manager:
(Name, legal status, address, and other information)

«Clancy & Theys Construction Company »« »
«1401 Beulah Road, Suite 124 »
«Winter Garden, FL 34787 »
« »

for the following Project:
(Name, location, and detailed description)

«templates»
«Palm Beach Gardens Ice Center »
«_____ Plant Drive
Palm Beach Gardens, Florida 33410 »

The Architect:
(Name, legal status, address, and other information)

« »« »
«JLG Architects »
«710 S. 2nd Street, 8th Floor »
«Minneapolis, MN 55401 »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

1.1.1

The program is for a two-rink indoor ice facility with the following amenities: a pro shop, meeting rooms, performance center, restaurant, academy, skate rental, concessions, team rooms, and additional support spaces as necessary to support the facility. The facility will be two stories and approximately 123,245 square feet.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« The facility will be located on the existing Plant Drive Park located at 10113 Plant Drive, Palm Beach Gardens. The site is approximately 8.3 acres and has utility access. The existing park must be removed to

accommodate the new ice rink. Surveys, geotechnical reports, traffic studies, and legal description are all available upon request.

»

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

«Forty One Million, Two Hundred Forty One Thousand, Nine Hundred Fifty One Dollars (\$41,241,951.00) »

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«January 3, 2025 »

.2 Construction Commencement Date:

«No later than July 3, 2025 »

.3 Substantial Completion date or dates:

« 16 months from the Construction Commencement Date »

.4 Other milestone dates:

«Permit Approval Date: April 3, 2025 »

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« »

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Mike Winter »
«Palm Beach North Athletic Foundation »
«13965 Willow Cay Drive»
«North Palm Beach, FL 33408»
«Email: mike@pbnaf.org »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

«Jeff Campol
Email: jeff@campolconsultinggroup.com »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
«WIRX Engineering »
« 515 E. Las Olas Blvd. »
« Suite 120 »
« Fort Lauderdale, FL 33301 »

.2 Civil Engineer:

« »« »
« WGI »
«2035 Vista Parkway »
« West Palm Beach, FL 33411 »
« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

«Kitchen Consultant: TriMark
Technology: TBD
Audio/Visual: Constrology »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

«JLG Architects »
« Herm Harms »
« 710 S. 2nd St., 8th Floor »
«Minneapolis, MN 55401 »
«Telephone: 612-746-4260 »
«Email: hharms@jlgarchitects.com »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Clancy & Theys Construction Company »
«William Zecher »
«1401 Beulah Road, Suite 124 »
«Winter Garden, FL 34787 »
«Telephone: 407-506-2028 »
«Email: billzecher@clancytheys.com »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« (SEE A201-2017) »

§ 1.1.15 Other Initial Information on which this Agreement is based:

«N/A »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The City of Palm Beach Gardens' City Engineer shall instruct Owner to commence the construction phase of the Project via written instruction in the form of a Notice to Proceed ("Notice to Proceed") issued by the City. Construction of the Project shall commence within thirty (30) days of the date of the Notice to Proceed ("Construction Commencement Date").

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the

Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 N/A

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. The Contractor shall also conduct its operations so as not to close any thoroughfare nor interfere in any way with traffic on highways without the written consent of the proper authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

«See Early Start Agreement, effective May 13, 2025. »

§ 3.1.14.1 To the extent that the Owner requires any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner will, with due diligence, refer such questions, matters, and inquiries to the Architect or other design professionals, and the Construction Manager shall have no liability to the Owner or the Architect or its consultants for such services requested by the Owner and rendered hereunder, except in the event of damages resulting from the gross negligence or willful misconduct of the Construction Manager.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, but no later than June 6, 2025, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom as agreed to by the Owner and the Contractor. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 The Guaranteed Maximum Price will be calculated based on the then-current prices for building materials. However, the market for some of the building materials that are specified in the Contract Documents (including but not limited to steel and lumber) is volatile, and sudden price increases may occur. the Construction Manager agrees to use its best efforts to obtain advantageous prices from subcontractors and material suppliers. In the event of price increases of materials, equipment or energy occurring during the performance of the Contract through no fault of the Construction Manager, the Construction Manager will provide written notice to Owner stating the increased cost, the building materials, equipment or energy at issue, and the source of supply, supported by price quotations, invoices or bills of sale. If Owner directs the Construction Manager to proceed with the purchase at the increased cost in writing, the Guaranteed Maximum Price shall be equitably adjusted by Change Order and Owner agrees to pay that cost increase to the Construction Manager. If Owner directs the Construction Manager not to purchase the materials, equipment or energy at the increased cost, or in the event that shortages prevent or delay the supply of necessary building materials, the Contract Time and Contract Sum shall be equitably adjusted to account for the resultant impact to the construction schedule. Further, in the event that the Construction Manager is required to pay or bear the burden of any new foreign, federal, state, or local tax or tariff, or of any rate increase of an existing tax or tariff (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation taking effect after the contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax or tax increase.

§ 3.2.5 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a "the Construction Manager's Contingency" for the Construction Manager's exclusive use and without having to obtain prior authorization from Owner to cover those costs actually incurred by the Construction Manager and not recoverable pursuant to the other provisions of the Contract, including but not limited to: (a) unanticipated actual costs

caused by changes in local market, labor or material conditions; (b) costs caused by the default or bankruptcy of a Subcontractor that cannot be recovered from applicable insurance or bonds; (c) losses and expenses, not compensated by insurance or otherwise, and not otherwise recoverable pursuant to the terms of the Contract, incurred by the Construction Manager in connection with the Work; (d) resolve scope gaps and coordination issues among subcontractors; (e) costs arising from interfacing omissions between and from the various work categories and/or specification sections; (f) costs arising from the errors or negligence of the Construction Manager or a Subcontractor; (g) estimating and procurement errors and omissions, (h) accommodating weather conditions not reasonably anticipated, (i) buyout overages, (j) correction of minor defects or warranty work not performed or back-chargeable to Subcontractor, (k) the costs of any insurance deductibles that are the responsibility of the Construction Manager pursuant to the Contract Documents, and (l) general conditions overruns. Notwithstanding the foregoing, the Construction Manager's Contingency is not intended to cover design errors, Change Order Work, overtime requested by Owner, concealed conditions and/or Hazardous Materials not brought onto Project site by the Construction Manager, or any other instances for which the Construction Manager is otherwise entitled to additional compensation pursuant to the Contract Documents.

Further, to the extent that the sum of the actual amounts of the subcontracts entered into by the Construction Manager for the performance of the Work is less than the total values for the Work set forth in the Guaranteed Maximum Price, such savings shall be deemed "Buyout Savings". The Construction Manager shall have the right to utilize the Buyout Savings, in the Construction Manager's sole discretion and without having to obtain prior authorization from Owner, for any item related to the Work. If, after Final Completion, any funds remain in the Construction Manager's Contingency and/or from Buyout Savings, such funds shall be considered Savings, to be split between the Construction Manager and Owner as per Section 6.1.7.

§ 3.2.7 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.8 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.9 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.10 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.11 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the later of (i) Owner's execution of the Guaranteed Maximum Price Amendment, or (ii) the date the Construction Manager receives both (a) all necessary permits required to legally commence construction of the Work and (b) completed working drawings and specifications, but in no event later than

July 3, 2025. Notwithstanding the foregoing, if the Construction Manager has not received the full unrestricted building permit by July 3, 2025, the Contract Time shall be extended by one day for each day after July 3, 2025 until the Construction Manager receives the unrestricted building permit.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017. The construction schedule will be established assuming NOAA averages for inclement weather. The Construction Manager will advise the Owner each month as to the status of the delays claimed to be lost due to Adverse Weather (as defined and determined in accordance with §15.1.6.2 of A201-2017) for that specific month. In the event the accumulated number of lost days exceeds the allotment of days for any specific month, that difference shall constitute justification for a Contract Time extension and a corresponding increase in General Conditions Costs, subject to Section 15.1.6.2 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions with reasonable promptness and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« a flat fee of \$138,100.00»

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See **Exhibit C** attached hereto, which is the Interim Agreement signed by Contractor and Owner »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« For changes in the Work, the Construction Manager's Fee shall be [four_ percent (4%)] of the estimated cost of all changes that increase the cost of performance. There shall be no decrease in the Construction Manager's Fee for deductive change orders. »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «Ninety » percent («90 » %) of the standard rental rate paid at the place of the Project or as may be set forth on **Exhibit D** attached hereto (if so included and attached).

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

- a. « If Substantial Completion of the Work is not achieved within thirty (30) days after the agreed Date of Substantial Completion (see Section 4.3.1) as adjusted as provided in the Contract Documents, by reason of the fault or neglect of Contractor or any person performing the Work under a contract with Contractor, Owner and

Contractor agree that it would be impractical and extremely difficult to estimate the damages including, by way of example, but without limitation, direct, indirect, incidental, special and consequential damages Owner might suffer.

- b. Contractor and Owner have determined that a reasonable estimate of the total detriment that Owner will suffer if the Work is not substantially complete on the Date of Substantial Completion is \$2,500.00 per calendar day if Substantial Completion is not achieved between 495 to 499 calendar days after the date of the Notice to Proceed, and \$5,000.00 per calendar day if Substantial Completion is not achieved within 500 days after the date of the Notice to Proceed. The cumulative amount of Liquidated damages that may accrue under this §6.1.6 shall not exceed the amount that is seventy-five percent (75%) of Contractor's Fee set forth in the GMP.
- c. Contractor recognizes that Owner will suffer financial loss if Contractor fails to achieve Substantial Completion of the Work within the Contract Time. The parties expressly agree that the liquidated damages established, and agreed upon, in this Agreement are not intended to penalize Contractor or to induce performance by Contractor. The liquidated damages established and agreed upon in this Agreement are intended to compensate Owner for damages that are not readily ascertainable as of the Effective Date of this Agreement that Owner will incur if the Work is not Substantially Completed within the Contract Time, which include, but are not limited to, carrying charges, lost income, market risk, additional interest, taxes, and overhead and administration costs. The parties also recognize the delays, expenses, and difficulties that they will incur and encounter in any lawsuit arising out of this Agreement if Owner is required to prove in such lawsuit the actual damages Owner suffered due to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The liquidated damages described in this Agreement are not reimbursable expenses under the GMP, and as such, cannot be funded from Contractor's Contingency. Contractor hereby waives all claims and defenses that the liquidated damages established, and agreed upon herein, are a penalty. At Owner's sole and exclusive discretion, liquidated damages may be deducted from the unpaid portion of the Contract Sum, including Retainage (as detailed herein). Any liquidated damages not so deducted from the unpaid balance of the Contract Sum shall be immediately due and payable to Owner upon demand, together with interest from the date of such demand at the interest rate identified in this Agreement. The liquidated damages described in this Agreement are Owner's sole and exclusive remedy for Contractor's failure to achieve Substantial Completion of the Work within the Contract Time, but shall not limit, waive or reduce Owner's other rights and remedies under this Agreement, or Owner's rights and remedies at law or in equity. Owner's failure to notify Contractor that the Contract Time has expired, or to notify Contractor that liquidated damages are accruing, shall not waive Owner's right to assert a Claim against Contractor for liquidated damages or waive Owner's right to assess and receive liquidated damages hereunder. The parties acknowledge and agree that under no circumstances shall partial utilization by Owner of any portion of the Work or the Project stop the accrual of liquidated damages.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« For purposes of this Agreement, "Savings" shall be defined as the amount, if any, remaining after taking the Guaranteed Maximum Price (as may be amended pursuant to the Contract Documents) and subtracting the final Cost of the Work (as defined in Article 7) and the Construction Manager's Fee. In the event Savings are achieved under this Agreement, the Construction Manager shall receive twenty-five percent (25%) of any such Savings, and Owner shall receive seventy-five percent (75%) of any remaining Savings, provided, however, that if the Work is substantially completed more than fifteen (15) days prior to the end of the Contract Time, and the Construction Manager has given the Owner at least fifteen (15) days prior notice of such early completion, then in such case the Construction Manager shall receive thirty-three percent (33%) of any remaining Savings, and Owner shall receive sixty-seven percent (67%) of any remaining Savings. »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**§ 7.1 Costs to Be Paid**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval prior to incurring the cost. The Owner will not unreasonably withhold approval and will timely provide such approvals to the Construction Manager. If approval is withheld, Owner shall timely and specifically state any reasons for such disapproval.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.1.4 The Guaranteed Maximum Price will include a line item for lump sum General Conditions costs as listed and set forth in **Exhibit E** attached hereto (“General Conditions Costs”), as such amount may be adjusted by Change Order pursuant to the Contract Documents. The General Conditions Costs shall be paid to the Construction Manager in monthly installments as set forth in Section 7.1.4.1 below. Items identified as a General Conditions Cost shall not be separately reimbursable as part of the Cost of the Work under this Article 7, except and only to the extent included in the lump sum amount payable to the Construction Manager under this Section 7.1.4.

§ 7.1.4.1 The General Conditions Costs amount shall be amortized and billed by the Construction Manager in equal monthly installments based on the anticipated duration of the Work as set forth in the construction schedule.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers (including overtime pay when deemed necessary or desirable by the Construction Manager) directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and wages, salaries, other costs of project management, preconstruction services, form design, foundation engineering, manpower planning, purchasing, estimated, data processing, scheduling services, project accounting, safety

services, administrative support, and virtual design and construction services, whether performed at the site or in the Construction Manager's offices.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, which may include, without limitation, wages, salaries, and other costs of project management, preconstruction services, form design, foundation engineering, manpower planning, purchasing, estimating, data processing, scheduling services, project accounting, safety services, administrative support, and virtual design and construction services, whether performed at the site or in the Construction Manager's offices.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, 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.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 The agreed rates for the Construction Manager's personnel are set forth in **Exhibit F** attached hereto.

§ 7.2.6 Bonuses, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 7.3 Subcontract Costs

Amounts properly invoiced by Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, as further outlined in AIA Document A201-2017.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager.

§ 7.6.1.3 Premiums for Subcontractor Default Insurance ("SDI") utilized by the Contractor at the fixed rate of (1.15%) of the total subcontractor costs for the Project. Payment for these premiums shall be made by the Owner to the Contractor in a lump sum in their entirety with the first payment application.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.2.1 Possible Tariff Increases. The parties recognize that certain tariffs may be adjusted during the performance of the Work. In order to proactively address and mitigate the impact of adjustments to tariffs after the execution of the Contract:

(a) The Contractor shall develop and implement strategies to minimize the risk to the Project of cost impacts from anticipated tariff increases once they are known. These strategies may include, without limitation, securing alternative supply sources and early procurement of materials and equipment. The Contractor shall provide a detailed plan outlining these strategies for Owner review and comment promptly after the anticipated tariffs are enacted and the affects can reasonably be determined.

(b) When sourcing materials, the Contractor shall consider the potential price volatility arising from tariff increases but only to the extent said tariff increase is known to the Contractor. After the anticipated tariffs are enacted and the effects can be reasonably determined, Contractor shall, to the best of its ability, assess the risk of tariff increases based on the materials being furnished and countries of origin, and the extent to which the awarded subcontractors and suppliers have already imported materials and equipment that would be subject to tariffs.

(c) If, despite these efforts, the Cost of the Work for any materials and equipment being incorporated within the Project paid or payable by the Contractor increases due to unanticipated new or increased tariffs after the date of this Contract, the Contractor shall be entitled to an adjustment in the Guaranteed Maximum Price equal to the demonstrated increase in the Cost of the Work due to the new or increased tariffs on materials and equipment being incorporated within the Project. The Contractor shall provide documentation of the increased costs and notify the Owner within twenty-one (21) days of the tariff change, if possible, and if not possible within that time frame Contractor shall provide weekly updates on the expected/estimated increased costs and then documentation of the increased costs within three (5) days of when it becomes aware of the actual increased costs.

(d) Notwithstanding anything to the contrary: (i) any increase in the Cost of the Work for any materials and equipment being incorporated within the Project paid or payable by the Contractor due to unanticipated new or increased tariffs after the date of this Contract shall be excluded from the calculation of Contractor's Fee; and, (ii) Contractor shall be entitled solely to an increase in the Guaranteed Maximum Price for an increase if the Cost of the Work for any materials and equipment being incorporated within the Project paid or payable by the Contractor due to unanticipated new or increased tariffs after the date of this Contract.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had

reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work, with the Owner’s prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs reasonably incurred in the performance of the Work, unless excluded under Article 8.1, with the Owner’s prior approval.

§ 7.7.2 Costs reasonably incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work is approved by Owner and was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any employee, officer, director, manager, member, stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred or contract or agreement entered. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner does not affirmatively authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Paid

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Unless otherwise provided in this Contract, salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office;
- .2 Intentionally Deleted;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, fines and penalties assessed by governmental authorities and any costs associated with constructed related liens filed against the Project;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Any costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase;
- .10 Any costs incurred under Section 7.69 in the event the Contractor is not the prevailing party or in the event the Contractor otherwise recovers such costs.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids, but such designation shall not limit the number of bids the Contractor may obtain. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Such determination shall be made within 15 days of submission of bids unless additional time is agreed upon by the Owner and the Contractor. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection, nor shall the Contractor contract with anyone to whom the Owner has reasonable objection. Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by such Subcontractor, to be bound to the Contractor by the terms of the Contract documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Construction Manager, and Certificates for Payment issued by the Architect and approved by the Owner, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect and Owner not later than the ~~«30th»~~ day of a month, the Owner shall make payment of the approved amount certified to the Construction Manager not later than the ~~« 30th »~~ day of the ~~«following »~~ month. If an Application for Payment is received by the Architect and Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~«thirty»~~ (~~«30»~~) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the Cost of the Work during the current month. See also: Section 9.3 of AIA Document A201-2017.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing

(a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect, with the Owner’s approval, determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

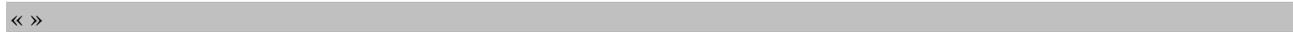
§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect or Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Ten percent (10%)

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)



§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« General conditions and requirements, insurances, subcontractor default insurance, fees and bonds »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«Retainage may be fully released after structure is deemed inspected and completed, including all punch list and known defects, by the Architect and Owner, and have submitted complete closeout documents and all other contractual requirements for the following scope items:

- .1 Early released materials.

- .2 Structural concrete scope.
- .3 Structural steel scope.
- .4 Pre-Cast concrete scope.

Applications for Payment. Except with the Owner's prior written approval, payment to the Subcontractors shall be subject to retainage of not less than ten percent (10%). The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payment to Subcontractors. Once the Project has reached fifty percent (50%) completion based on the value of cost of the Work completed, no additional retainage shall be held. Notwithstanding the foregoing, at no point shall retainage withheld from the Contractor fall below five percent (5%) of the value of the cost of the Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8

§ 11.1.9 If final completion of the Work is materially delayed (more than 30 days) through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. Exceptions will include items such as deposits required by the switchgear supplier and elevator contractor.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 Contemporaneously with the submission of each Application for Payment, and as a condition precedent to any payment, the Contractor shall furnish to the Owner all documentation required by Section 9.3 of the AIA Document A201 and other provisions of the Contract Documents.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed under the Contract Documents, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect and approved by the Owner in accordance with Section 11.2.2.2.
- .4 Owner shall make final payment to Contractor no later than thirty (30) days after the issuance of Architect's final Certificate for Payment that is approved by the Owner.
- .5 All other conditions precedent to final payment expressly set forth in the Contract Documents have been satisfied.
- .6 The Contractor has delivered to Owner a contractor's final payment affidavit pursuant to Chapter 713, Florida Statutes, along with all final lien waivers from Contractor;
- .7 All warranties have been delivered to the Owner;
- .8 The applicable governmental authorities have issued a Certificate of Occupancy and all final approvals for the Project have been provided to Owner; and
- .9 All punchlist items have been completed.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's or Owner's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the Owner approved amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: pursuant to Section 11.2.1.

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date that commences 10 days after the date that payment is due and approved by Owner as provided in Section 11.1.3 at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«Prime Rate (as published in the Wall Street Journal or comparable publication if not available) plus 1.5%»

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Article 15 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 12.2.1 WAIVER OF JURY.

IN THE EVENT THAT LITIGATION IS AUTHORIZED PURSUANT TO THIS AGREEMENT AND IS BROUGHT FOR THE RESOLUTION OF ANY CONSTRUCTION DISPUTE OR ANY OTHER CLAIM OR DISPUTE ARISING FROM THE PROJECT OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE CONTRACTOR'S WARRANTY OBLIGATIONS ARISING FROM THE CONTRACT, THE PARTIES DO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUCH LITIGATION AND THE ISSUES TO BE TRIED THEREIN. IT IS THE INTENT OF THE PARTIES THAT, IN ANY SUCH LITIGATION BETWEEN THE PARTIES, ALL ISSUES IN SUCH LITIGATION SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« One (1) month's General Conditions Costs »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment. Owner and Contractor acknowledge that Contractor is an independent third party contractor and neither Owner nor Contractor intend to form a partnership with respect to the Project under the statutory or common law of any

jurisdiction. This Agreement shall be deemed to be a “personal service” contract and, accordingly, the Contractor may not assign the Contract Documents, nor any portion of the Work (except pursuant to subcontract agreements), nor any of the payments received pursuant thereto, without the prior written consent of the Owner. Any attempted assignment of the Agreement in violation of this paragraph shall be null and void. Notwithstanding anything to the contrary set forth herein, the parties acknowledge and agree that the City of Palm Beach Gardens is a third-party beneficiary to this Agreement and any warranties, bonds and/or insurance policies provided by Contractor herein, as well as any other corresponding agreements regarding the Project, including but not limited to such contracts with subcontractors and/or consultants, pursuant to the Public Private Partnership Agreement between the City of Palm Beach Gardens and Owner, dated April 4, 2024, as amended from time to time.

§ 14.3 Insurance; Surety Bonds.

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than «One Million » (\$1,000,000.00) for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage and shall include: (1) Premises and/or Operations on an occurrence basis; (2) Independent Contractors; (3) Products and/or Completion Operations Liability on an occurrence basis; (4) Explosion, Collapse, and Underground Coverages; (5) Broad Form Property Damage; (6) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement; (7) Personal Injury Coverage with employees and contractual exclusions removed and with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «One Million » (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and shall include: Owned vehicles, Non-Owned and hired vehicles.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than «One Million» (\$1,000,000.00) each accident, «One Million » (\$1,000,000.00) each disease, and «One Million» (\$1,000,000.00) aggregated by disease.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » (\$ « N/A ») per claim and « » (\$ «N/A ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and the City of Palm Beach Gardens as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner and the Project Manager that evidence compliance with the requirements in this Section 14.3.1 prior to the commencement of work on the Project, and such certificates shall reference the Public Private Partnership Agreement between the City of Palm Beach Gardens and Owner, dated April 4, 2024. The policies shall be endorsed to provide Owner and the City of Palm Beach Gardens with 30 calendar days’ advance written notice of cancellation and/or non-renewal to the attention of the Project Manager, c/o Risk Management Coordinator, City of Palm Beach Gardens, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.3.3 Bonds

§ 14.3.3.1 Performance and Payment Bond (Surety)

i. A Performance Bond and a Payment Bond (separate Performance Bond and separate Payment Bond) of the form and containing all the provisions of the Performance and Payment Bonds (Exhibit B Performance Bond and Payment Bond forms, AIA Document Form A312™), attached hereto and made a part hereof.

ii. The Bonds shall be in the amount of one hundred ten percent (110%) of the Contract amount, guaranteeing to the City the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, materialmen, laborers, and subcontractors employed pursuant to the construction of the Facility. Such Bonds shall be with a surety company that is qualified pursuant to § 14.3.3.4 Qualifications of Surety below.

iii. The Payment and Performance Bonds required herein shall be in conformance with Chapter 255.051, *Florida Statutes*, and shall be on such forms provided by the City of Palm Beach Gardens.

iv. The City of Palm Beach Gardens shall be listed as a third-party beneficiary on the Payment and Performance Bonds, but shall not be responsible for the cost to secure the Performance and Payment Bonds required for the construction of the Project.

§ 14.3.3.2 Warranty Bond (Surety)

i. Upon completion and acceptance of the Facility, the Contractor shall provide surety (bond, letter of credit, or cash escrow) with liability equal to one hundred ten percent (110%) of the Contract price. The Contractor shall maintain such surety in full force and effect for one (1) year following completion and acceptance of the Facility (the “Warranty Period”). The surety shall require that upon notification by the City of Palm Beach Gardens at any time during the Warranty Period, the Contractor shall promptly correct any defective or faulty work and/or replace any defective or faulty materials that are discovered.

§ 14.3.3.4 Qualifications of Surety

i. All Bonds shall be executed by a surety company shown on the United States Treasury approved list of companies and that is also authorized to do business in the State of Florida. All Bonds shall show the City of Palm Beach Gardens as obligee. The surety company shall have at least the following minimum ratings in the latest version of A.M. Best’s Insurance Report:

Amount of Bond	Policyholder’s Ratings	A.M. Best’s Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI

50,000,001 or more	A	Class VII
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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« N/A »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds (AIA Document Form A312™)
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« N/A »

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Exhibit A, GMP Alternates, Allowances, and Assumptions
- Exhibit B, AIA Document Form A312™, Performance Bond and Payment Bond forms
- Exhibit C, Interim Agreement
- Exhibit D, the Construction Manager’s Rental Rates
- Exhibit E, General Conditions Costs
- Exhibit F, the Construction Manager’s Personnel Rates

§ 15.3 ATTORNEYS' FEES. If any action at law or in equity, including an arbitration proceeding, is necessary to enforce or interpret the terms of this Agreement or any of the Contract Documents, the Court or the arbitrator(s), as applicable, shall determine the prevailing party and award to such prevailing party, in addition to any other relief to which such party is entitled to recover, its reasonable attorneys' fees, expert witness fees, costs, and other reasonable expenses incurred in such proceeding.

§ 15.4 NO WAIVER. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other, in performance of any obligation hereunder or under any of the Contract Documents shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder or under any of the Contract Documents irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder or under any of the Contract Documents.

§ 15.5 CONSTRUCTION OF THE CONTACT DOCUMENTS. All of the parties to the Contract Documents have participated fully in its negotiation and preparation and, accordingly, the Contract Documents shall not be more strictly construed against any one of the parties hereto.

§ 15.6 MULTIPLE ORIGINAL COUNTERPARTS. This Agreement may be executed in multiple original counterparts, each of which shall be of equal dignity. Faxed or electronically scanned signatures shall be sufficient for the execution and delivery of this Agreement.

§ 15.7 PARTIAL INVALIDITY DOES NOT INVALIDATE CONTRACT. The invalidity of any part or portion of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 15.8 NO CONDITIONAL PURCHASES. No materials, supplies, or equipment for the Work shall be purchased by Contractor subject to any security agreement or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier or under circumstances where nature of lien or security interest is granted to any person with respect thereto, except for the possibility of any statutory contractor's, mechanic's and materialmen's liens if Contractor fails to make a required payment to any subcontractor or supplier. Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the Project together with all improvements and appurtenances constructed or placed thereon by Contractor, to Owner, free from any claims, liens, security interests or charges provided that Owner has made all payments to Contractor required by the Contract Documents.

§ 15.9 TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of all obligations under this Agreement.

§ 15.10 REMOVAL OF LIENS. Within 20 days after receipt of notice of the existence of any lien filed against the Project by anyone claiming to be a creditor of Contractor, or any subcontractor or sub-subcontractor or materialmen claiming to be in privity with Contractor, Contractor shall cause the same to be removed of record and or bonded, at Contractor's sole cost and expense; resolution of liens by the Contractor is contingent on Owner's compliance with the payment obligations of the contract. Any payment due Contractor hereunder shall be reduced by an amount up to the amount of any such lien arising out of or related to the foregoing, until such lien is removed of record, and/or bonded in accordance with the Florida Construction Lien.

§ 15.11 RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Owner's county health unit pursuant to 404.056(5), Florida Statutes.

This Agreement is entered into as of the day and year first written above.

Signed by:

318E5D4915EB402...
OWNER (Signature)

«Michael J. Winter, President, Chairman»
(Printed name and title)

DocuSigned by:

77ED5DF7FDE14EF...
CONSTRUCTION MANAGER (Signature)

«William Zecher, Vice President/Florida Division
Manager»
(Printed name and title)

Exhibit A

GMP Alternates, Allowances, and Assumptions



1401 Beulah Rd
Suite 124
Orlando, FL
34787

FL License
CGC1521064

T 407-578-1449

February 26, 2025

Mr. Jeff Campol
Campol Consulting Group

Ref.: Palm Beach Gardens Iceplex – CD Estimate

Dear Jeff,

Clancy & Theys Construction Company is excited to present Campol Consulting Group with our CD Estimate for the Palm Beach Gardens Iceplex project.

Please see the attached estimate, assumptions & clarifications, and document log for your review.

If you have any questions or require further information, please feel free to contact me directly.

Sincerely,

Chad Monroe

Clancy & Theys Construction Company
Chad Monroe
Director of Preconstruction



Standard Estimate Report
Palm Beach Gardens Iceplex

Description	Quantity	Total Amount
010000 GENERAL CONDITIONS		
010002 Project Management		420,000
010003 Assistant Project Manager		252,000
010004 Project Administration		39,200
011000 Scheduler		40,600
011510 Construction Progress Documentation		33,200
011511 Temporary Electrical		13,000
011515 Temporary Water		2,600
011516 Sanitary Facilities		34,400
011560 Document Reproduction, Postage & Shipping		8,810
011572 Safety		58,338
011580 Project Identification		3,989
011590 Field Office		100,088
011591 Storage Facility		7,000
011593 Temporary Telecommunications		11,500
011610 Travel and Living Expenses		73,500
011720 Project Supervision		364,000
011750 Assistant Superintendent		201,600
011800 Consumables		16,264
GENERAL CONDITIONS		1,680,089
17,976.00 Labor hours		
16.00 Equipment hours		
1801.000 GENERAL REQUIREMENTS		
1801.001 Temporary Utilities		44,000
1801.005 Temporary Barriers and Enclosures		49,585
1805.000 Temporary Controls		40,000
1810.000 Field Engineering		34,200
GENERAL REQUIREMENTS		167,785
380.00 Labor hours		
2000.000 SITE WORK		
2120.000 Selective Site Demolition		118,548
2150.000 Earthwork		3,076,500
2150.600 Temporary Roads		32,500
2153.000 Temporary Erosion and Sediment Control		10,400
2185.000 Site Excavation		



Standard Estimate Report
Palm Beach Gardens Iceplex

Description	Quantity	Total	
			Amount
2190.000 Site Fill			
2280.000 Soil Treatment			10,860
2500.000 Storm Drainage			3,750
2505.000 Reclaimed Water			
2510.000 Domestic Water			
2515.000 Fire Water System			
2525.000 Sanitary Sewer			
2600.000 Asphalt Paving			
2620.000 Curbs and Gutters			
2625.000 Pavement Markings			
2640.000 Parking Specialties			
2705.000 Concrete Sidewalks			
2800.000 Planting			778,178
2850.000 Planting Irrigation			
2880.000 Sod			
2998.000 Offsite Work			
SITE WORK			4,030,736

8.286 ac

3000.000 CONCRETE			
3300.000 Wall Footings			
3302.000 Spread Footings			
3405.000 Elevator Pit Walls and Foundation			
3410.000 Concrete Piers			
3460.000 Concrete Filled Stairs & Landings			
3470.200 Precast Structural Concrete			5,458,605
3500.000 Concrete Slabs			1,425,346
3510.000 Precast Concrete Hollow Core Planks Topping			
3665.000 Miscellaneous Concrete			4,000
CONCRETE			6,887,951

4000.000 MASONRY			
4152.000 Masonry	34,488.00	ea	635,000
4214.000 Stone Masonry Veneer			294,450



Standard Estimate Report
Palm Beach Gardens Iceplex

Description	Quantity	Total Amount
MASONRY		929,450
5000.000	METALS	
5100.000 Structural Steel		2,604,754
5210.010 Steel Joist Framing		
5310.000 Steel Decking		
5500.000 Metal Stairs		
5510.000 Decorative Metal Railings		235,250
5510.010 Metal Ladders		9,000
5840.000 Bollards		3,354
METALS		2,852,358
6000.000	WOOD, PLASTICS, AND COMPOSITES	
6060.000 Miscellaneous Rough Carpentry		31,890
6800.000 Finish Carpentry		210,200
WOOD, PLASTICS, AND COMPOSITES		242,090
7000.000	THERMAL AND MOISTURE PROTECTION	
7100.000 Dampproofing and Waterproofing		194,198
7200.000 Thermal Insulation		187,911
7410.000 Metal Composite Material Wall Panels		967,260
7520.000 Thermoplastic Membrane Roofing		1,950,000
7600.000 Roof Specialties		33,600
7700.000 Roof Accessories		
7840.000 Firestopping		8,160
7900.000 Joint Sealants		87,348
THERMAL AND MOISTURE PROTECTION		3,428,477
12,433.30	Labor hours	
8000.000	OPENINGS	
8100.000 Metal Frames		53,500
8110.000 Metal Doors		76,250



Standard Estimate Report
Palm Beach Gardens Iceplex

Description	Quantity	Total Amount
8200.000 Wood Doors		57,500
8300.000 Coiling Counter Doors		20,000
8310.000 Overhead Coiling Doors		70,000
8400.000 Entrances		154,450
8410.000 Aluminum-Framed Storefronts		241,100
8620.000 Glazed Aluminum Curtain Walls		601,250
8650.000 Metal-Framed Skylights		26,000
8700.000 Hardware		69,500
8800.000 Glazing		5,088
OPENINGS		1,374,638

9000.000 FINISHES			
9200.000 Cement Stucco			136,875
9250.000 Gypsum Board Assemblies			1,295,768
9300.000 Tiling			104,950
9500.000 Acoustical Ceilings			1,066,980
9530.000 Fiberglass Reinforced Paneling			6,864
9650.000 Flooring			413,556
9710.000 Fluid-Applied Flooring			91,170
9900.000 Painting and Coating			470,803
9981.000 Cleaning and Waste Management			257,223
9990.000 Quality Assurance			46,400
9991.000 Strength and Conditioning Finishes	6,015.00	gsf	276,275
9992.000 Restaurant Finishes	5,650.00	sf	615,216
9993.000 Office Suite Finishes	1,260.00	gsf	43,060
9994.000 Academy Finishes	1,820.00	gsf	48,930
9995.000 Coaches Review Room Finishes	960.00	sf	41,040
FINISHES			4,915,109

2,880.00 Labor hours

10000.000 SPECIALTIES			
10000.010 Signage			50,000
10155.000 Toilet Compartments			23,750
10200.000 Louvers			113,250
10260.010 Wall and Door Protection			21,350
10300.000 Toilet, Bath, and Laundry Accessories			51,850
10410.010 Emergency Key Cabinets			2,000
10500.010 Manufactured Fireplaces			10,000
10505.000 Fire Protection Specialties			10,500



Standard Estimate Report
Palm Beach Gardens Iceplex

Description	Quantity	Total	
			Amount
10522.000 Lockers			222,575
10650.000 Folding Panel Partitions			30,000
SPECIAL TIES			535,275
4,471.703 Labor hours			
12000.000 FURNISHINGS			
12550.000 Window Treatment			91,805
12900.000 Fixed Audience Seating			176,375
12985.000 Bicycle Racks			4,500
FURNISHINGS			272,680
13000.000 SPECIAL CONSTRUCTION			
13425.000 Ice Rinks			4,235,000
SPECIAL CONSTRUCTION			4,235,000
14000.000 CONVEYING SYSTEMS			
14200.000 Elevators			107,000
CONVEYING SYSTEMS			107,000
15000.000 MECHANICAL			
15300.010 Fire Suppression			369,669
15400.000 Plumbing Systems			2,405,210
15700.000 Heating, Ventilating, and Air-Conditioning (HVAC)			3,623,136
MECHANICAL			6,398,015
520.00 Labor hours			
16000.000 ELECTRICAL			
16000.010 Electrical			2,675,388
16120.000 Site Lighting			25,000
16700.000 Communications			
16810.000 Electronic Safety and Security			



Standard Estimate Report
Palm Beach Gardens Iceplex

Description	Quantity	Total
		Amount
<i>ELECTRICAL</i>		<hr/> <i>2,700,388</i>



Standard Estimate Report
Palm Beach Gardens Iceplex

Estimate Totals

Description	Amount	Totals	Rate
Labor	1,566,020		
Material	52,323		
Subcontract	38,758,798		
Equipment	8,000		
Other	371,900		
	40,757,041	40,757,041	
Preconstruction Fee	138,100		
Excess Liability Insurance	397,583		0.900 %
Builders Risk - By Owner			
SDI Insurance	407,536		1.000 %
Performance & Payment Bond	230,170		
Technology Fees	125,791		0.300 %
	1,299,180	42,056,221	
Contractor's Fee	1,682,249		4.000 %
	1,682,249	43,738,470	
Construction Contingency	437,385		1.000 %
	437,385	44,175,855	
Total		44,175,855	



Palm Beach Gardens Iceplex

Palm Beach, FL

Permit Set

Assumptions & Clarifications

February 26, 2025

To the extent of any conflict, this list of allowances, alternates, clarifications, qualifications, inclusions, exclusions and assumptions supersede all plans, specifications, emails, and other written or verbal communication pertaining to this Scope of Work.

Allowances

The following allowances are labor and material allowances unless otherwise stated:

Temporary Security	\$40,000
Strength and Conditioning Tenant Improvement	\$276,275
Restaurant Finishes Tenant Improvement	\$615,216
Office Suite Finishes Tenant Improvement	\$43,060
Academy Finishes Tenant Improvement	\$48,930
Coaches Review Room Finishes Tenant Improvement	\$41,040
Dimensional Letter Signage	\$25,000
Monument Signage	\$25,000
Manufactured Fireplace	\$10,000
Ice Rink Refrigeration System	\$3,752,100
Lightning Protection	\$97,188
Landscape Lighting	\$25,000

General Qualifications

Inclusions

1. 16-month total construction duration
2. 1% construction contingency
3. Subcontractor Default Insurance

Exclusions

1. Testing and inspecting services
2. Testing laboratory services
3. Code-required special inspections and procedures



4. Impact fees, including but not limited to the following:
 - A. Sewer
 - B. Storm Water Discharge
 - C. Environmental Impact
 - D. Transportation Development
5. Builder's risk insurance
6. Building envelope consultant
7. Building permit fees
8. Plan review fees
9. Hazardous material assessment or abatement
10. Art in Public Places
11. Utility service connection and installation fees
12. Permanent electrical service charges
13. An allowance of \$40,000 for temporary security
14. Cost escalation
15. Import tariffs
16. Furniture, fixtures, and equipment not permanently affixed

034100 – Precast Structural Concrete

Inclusions

1. Exterior; sandblast finish
2. Interior; standard float finish
3. An allowance of \$230/cy for mix design GPK #3645
4. Polyisocyanurate (polyiso) insulation at precast sandwich panel

Division 06 – Wood, Plastics, and Composites

068316 – Fiberglass Reinforced Paneling

Inclusions

1. (250) sf of decorative panel at an installed cost of \$50.00/sf

Division 07 – Thermal and Moisture Protection

072100 – Thermal Insulation

Exclusions

1. Board insulation at perimeter foundation wall

074200 – Wall Panels



Inclusions

1. (5,358) sf of phenolic resin composite wall panels at an installed cost of \$120/sf

Division 09 – Finishes

090000 – Tenant Improvement Allowances

Inclusions

1. An allowance of \$276,275 for strength and conditioning tenant improvements including gypsum board, tiling, acoustical ceilings, synthetic turf flooring, resilient athletic flooring, specialties, fire suppression, plumbing, HVAC and electrical
2. An allowance of \$615,216 for restaurant tenant improvements including architectural wood casework, fiberglass reinforced plastic panels, aluminum-framed storefront, gypsum board, acoustical ceilings, polished concrete, high performance flooring, countertops, fire suppression, plumbing, HVAC, and electrical
3. An allowance of \$43,060 for office suite tenant improvements including gypsum board, acoustical ceilings, carpet tile, fire suppression, HVAC, and electrical
4. An allowance of \$48,930 for academy tenant improvements including acoustical ceilings, carpet tile, fire suppression, HVAC, and electrical
5. An allowance of \$41,040 for coaches review room tenant improvements including architectural wood casework, acoustical ceilings, flooring, plumbing, fire suppression, HVAC, and electrical

096566 – Resilient Athletic Flooring

Inclusions

1. (7,368) SF of RAF-1 at an installed cost of \$16.00/sf
2. (3,781) SF of RAF-2 at an installed cost of \$16.00/sf
3. (25,066) SF of RAF-3 at an installed cost of \$8.00/sf

Division 10 – Specialties

101100 – Visual Display Units

Exclusions

1. Chalkboards
2. Porcelain enamel steel markerboards
3. Tackboards

101400 – Signage

Inclusions



1. An allowance of \$25,000 for dimensional letter signage
2. An allowance of \$25,000 for monument signage

Exclusions

1. Panel signage

103100 – Manufactured Fireplaces

Inclusions

1. An allowance of \$10,000 for (1) ea. manufactured fireplace

105100 – Lockers

Inclusions

1. (60) ea. wood lockers at an installed cost of \$1,750/ea.
2. Wall mounted benching
3. Hooks with shelving
4. (13) ea. stick racks at an installed cost of \$1,000/ea.
5. (16) ea. metal lockers at an installed cost of \$250/ea.

Division 11 – Equipment

112000 – Commercial Equipment

Exclusions

1. Retail and service equipment
2. Office equipment

114000 – Foodservice Equipment

Exclusions

1. Foodservice storage equipment
2. Food preparation equipment
3. Food cooking equipment
4. Foodservice cleaning and disposal equipment

116000 – Entertainment and Recreation Equipment

Exclusions



1. Exercise equipment
2. Interior scoreboards

Division 12 – Furnishings

122000 – Window Treatments

Inclusions

1. An allowance of \$91,805 for (2,623) SF of window treatments

Division 13 – Special Construction

131812 – Ice Rink Refrigeration System

Inclusions

1. An allowance of \$3,752,100 for (1) ea. ice rink refrigeration system

131816 – Ice Rink Dasher Board Systems and Accessories

Inclusions

1. Forum Pro 800A dasher board system by Welmar Recreational Products

Division 14 – Conveying Equipment

142100 – Electric Traction Elevators

Inclusions

1. (1) ea. 3300 MRL, 3500 lbs. capacity, 150 fpm, 2-stop, electric traction elevator by Schindler Elevator Corporation

Division 22 – Plumbing

221000 – Plumbing

Inclusions

1. Type "L" hard drawn copper pipe and fittings for domestic hot and cold water system
2. Schedule 40 PVC plastic pipe and fittings for drain, waste, and vent piping system
3. Schedule 40 PVC plastic pipe and fittings for roof drainage system



Division 26 – Electrical

260000 – Electrical

Inclusions

1. Installation of up to (100) LF of FPL furnished (2) 5” PVC primary conduit from point of service to new pad mounted transformer
2. (50) LF of secondary service feeders from power utility transformer to CT metering cabinet
3. An allowance of \$97,188 for lightning protection systems
4. An allowance of \$25,000 for landscape lighting
5. Low voltage raceway system for communications and security systems

Division 27 – Communications

271000 – Structured Cabling

Exclusions

1. Communications cabinets, racks, frames, and enclosures
2. Communications cable management and ladder rack
3. Communications backbone cabling
4. Communications horizontal cabling
5. Communications connecting cords, devices, and adapters

272000 – Data Communications

Exclusions

1. Data communications network equipment

274000 – Audio-Video Communications

Exclusions

1. Audio-video systems

275300 – Distributed Systems

Exclusions

1. Internal cellular, paging, and antenna systems

Division 28 – Electronic Safety and Security



280000 – Electronic Safety and Security

Exclusions

1. Access control
2. Video surveillance
3. Security detection, alarm, and monitoring

Division 31 – Earthwork

312000 – Earth Moving

Inclusions

1. Stockpile and onsite reuse of ice rink floor system excavation spoils

Division 32 – Exterior Improvements

323300 – Site Furnishings

Inclusions

1. (8) ea. site bicycle racks at an installed cost of \$500/ea.

Exclusions

1. Site trash and litter receptacles
2. Site manufactured planters
3. Site seating and tables

Division 33 – Utilities

330000 – Utilities

Exclusions

1. Cleaning or upgrading existing stormwater piping and structures

End of Assumptions & Clarifications

DOCUMENT LOG		
PROJECT MANUAL		
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	DATE
00 0101	Project Title Page	1/02/25
00 0105	Certifications Page	1/02/25
00 0110	Table of Contents	1/02/25
00 2600	Procurement Substitution Procedure	1/02/25
00 3100	Available Project Information	1/02/25
DIVISION 01	GENERAL REQUIREMENTS	DATE
01 2500	Substitution Procedures	1/02/25
01 3000	Administrative Requirements	1/02/25
01 3329	Sustainable Design Reporting	1/02/25
01 4000	Quality Requirements	1/02/25
01 4533	Code-Required Special Inspections	1/02/25
01 6000	Product Requirements	1/02/25
01 6116	Volatile Organic Compound (VOC) Content Restrictions	1/02/25
01 7000	Execution and Closeout Requirements	1/02/25
01 7419	Construction Waste Management and Disposal	1/02/25
01 7800	Closeout Submittals	1/02/25
DIVISION 02	EXISTING CONDITIONS	DATE
02 4100	Demolition	1/02/25
DIVISION 03	CONCRETE	DATE
03 2000	Concrete Reinforcing	1/02/25
03 3000	Cast-in-Place Concrete	1/02/25
03 4100	Precast Structural Concrete	1/02/25
03 4113	Precast Concrete Hollow Core Planks	1/02/25
03 4500	Precast Architectural Concrete	1/02/25
DIVISION 04	MASONRY	DATE
04 2000	Unit Masonry	1/02/25
DIVISION 05	METALS	DATE
05 1200	Structural Steel Framing	1/02/25
05 2100	Steel Joist Framing	1/02/25
05 3100	Steel Decking	1/02/25
05 4000	Cold-Formed Metal Framing	1/02/25
05 5000	Metal Fabrications	1/02/25
05 5100	Metal Stairs	1/02/25
05 5133	Metal Ladders	1/02/25
05 7311	Decorative Metal and Glazed Metal Railings	1/02/25
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES	DATE
06 1000	Rough Carpentry	1/02/25
06 2000	Finish Carpentry	1/02/25
06 4100	Architectural Wood Casework	1/02/25
06 8316	Fiberglass Reinforced Paneling	1/02/25
DIVISION 07	THERMAL AND MOISTURE PROTECTION	DATE
07 1300	Sheet Waterproofing	1/02/25
07 1616	Crystalline Waterproofing	1/02/25
07 2100	Thermal Insulation	1/02/25
07 2500	Weather Barriers	1/02/25
07 2600	Vapor Retarders	1/02/25
07 2700	Air Barriers	1/02/25
07 4213.	Metal Composite Material Wall Panels	1/02/25
07 5400	Thermoplastic Membrane Roofing	1/02/25
07 7100	Roof Specialties	1/02/25
07 7200	Roof Accessories	1/02/25
07 8400	Firestopping	1/02/25
07 9200	Joint Sealants	1/02/25
DIVISION 08	OPENINGS	DATE
08 1113	Hollow Metal Doors and Frames	1/02/25

08 1416	Flush Wood Doors	1/02/25
08 3100	Access Doors and Panels	1/02/25
08 3313	Coiling Counter Doors	1/02/25
08 3323	Overhead Coiling Doors	1/02/25
08 4313	Aluminum-Framed Storefronts	1/02/25
08 4413	Glazed Aluminum Curtain Walls	1/02/25
08 6300	Metal-Framed Skylights	1/02/25
08 7100	Door Hardware	1/02/25
08 7105	Hardware Groups	1/02/25
08 7113	Power Door Operators Glazing	1/02/25
08 8000	Glazing	1/02/25
DIVISION 09	FINISHES	DATE
09 2116	Gypsum Board Assemblies	1/02/25
09 3000	Tiling	1/02/25
09 5100	Acoustical Ceilings	1/02/25
09 6500	Resilient Flooring	1/02/25
09 6566	Resilient Athletic Flooring	1/02/25
09 6813	Tile Carpeting	1/02/25
09 9113	Exterior Painting	1/02/25
09 9123	Interior Painting	1/02/25
09 9300	Staining and Transparent Finishing	1/02/25
09 9600	High-Performance Coatings	1/02/25
DIVISION 10	SPECIALTIES	DATE
10 1100	Visual Display Units	1/02/25
10 1419	Dimensional Letter Signage	1/02/25
10 1423	Panel Signage	1/02/25
10 2113.	Plastic Toilet Compartments	1/02/25
10 2239	Folding Panel Partitions	1/02/25
10 2800	Toilet, Bath, and Laundry Accessories	1/02/25
10 3100	Manufactured Fireplaces	1/02/25
10 4400	Fire Protection Specialties	1/02/25
10 5113	Metal Lockers	1/02/25
10 5116	Wood Lockers	1/02/25
DIVISION 11	EQUIPMENT	DATE
11 4000	Food Service Equipment	1/02/25
DIVISION 12	FURNISHINGS	DATE
12 2400	Window Shades	1/02/25
12 3600	Countertops	1/02/25
DIVISION 13	SPECIAL CONSTRUCTION	DATE
13 1811	Ice Rink General Requirements	1/02/25
13 1812	Ice Rink Refrigeration System	1/02/25
13 1813	Ice Rink Floor System	1/02/25
13 1814	Ice Rink Piping, Valves and Accessories	1/02/25
13 1815	Ice Rink Waste Heat Recovery syst	1/02/25
13 1816	Ice Rink Dasher Board System and Accessories	1/02/25
13 1817	Ice Rink Central Control System	1/02/25
DIVISION 14	CONVEYING EQUIPMENT	DATE
142100	Electric Traction Elevators	1/02/25
DIVISION 20	GENERAL MECHANICAL	DATE
20 10 00	MECHANICAL GENERAL PROVISIONS	1/02/25
20 50 00	BASIC MECHANICAL MATERIALS AND METHODS	1/02/25
20 70 00	ELECTRIC MOTORS AND WIRING	1/02/25
20 80 00	PAINTING AND IDENTIFICATION	1/02/25
DIVISION 21	FIRE PROTECTION	DATE
21 13 00	FIRE PROTECTION SPRINKLER SYSTEMS	1/02/25
21 23 00	KITCHEN EXHAUST HOOD FIRE SUPPRESSION SYSTEM	1/02/25
DIVISION 22	PLUMBING	DATE
22 07 00	PLUMBING INSULATION	1/02/25

22 10 00	PLUMBING	1/02/25
22 20 00	KITCHEN EQUIPMENT PLUMBING	1/02/25
22 30 00	PLUMBING EQUIPMENT	1/02/25
22 40 00	PLUMBING FIXTURES	1/02/25
DIVISION 23	MECHANICAL	DATE
23 05 93	HVAC TESTING, ADJUSTING, AND BALANCING	1/02/25
23 07 00	HVAC INSULATION	1/02/25
23 11 00	FUEL PIPING	1/02/25
23 30 00	HVAC AIR DISTRIBUTION	1/02/25
23 34 23	HVAC POWER VENTILATORS	1/02/25
23 35 30	KITCHEN EXHAUST HOODS	1/02/25
23 36 16	VARIABLE AIR VOLUME UNITS	1/02/25
23 37 13	DIFFUSERS, REGISTERS AND GRILLES	1/02/25
23 62 13	AIR COOLED CONDENSING UNITS	1/02/25
23 74 00	UNITARY ROOFTOP HVAC UNITS	1/02/25
23 74 24	PACKAGED HEATING COOLING MAKE-UP AIR UNITS	1/02/25
23 81 00	PACKAGED DR CONDITIONERS	1/02/25
23 82 16	AIR COILS	1/02/25
23 84 19	DESICCANT DEHUMIDIFICATION UNITS	1/02/25
DIVISION 25	INTEGRATED AUTOMATION	DATE
25 09 00	BUILDING AUTOMATION SYSTEM	1/02/25
25 09 50	BAS INSTRUMENTATION AND CONTROL DEVICES	1/02/25
25 09 93	BAS SEQUENCE OF OPERATION	1/02/25
25 33 60	AIRFLOW MEASURING DEVICES	1/02/25
DIVISION 26	ELECTRICAL	DATE
26 00 01	GENERAL PROVISIONS	1/02/25
26 00 02	COMMISSIONING PROCEDURES (OWNER FURNISHED)	1/02/25
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	1/02/25
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	1/02/25
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	1/02/25
26 05 33	RACEWAYS AND BOXES	1/02/25
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	1/02/25
26 05 73	POWER SYSTEM STUDIES	1/02/25
26 05 83	WIRING CONNECTIONS	1/02/25
26 09 23	LIGHTING CONTROL DEVICES	1/02/25
26 09 43	NETWORK LIGHTING CONTROLS	1/02/25
26 21 00	LOW-VOLTAGE ELECTRICAL SERVICE ENTRANCE	1/02/25
26 22 00	LOW-VOLTAGE TRANSFORMERS	1/02/25
26 24 13	SWITCHBOARDS	1/02/25
26 24 16	PANELBOARDS	1/02/25
26 27 13	ELECTRICITY METERING	1/02/25
26 27 26	WIRING DEVICES	1/02/25
26 28 13	FUSES	1/02/25
26 28 16	DISCONNECT SWITCHES	1/02/25
26 29 13	ENCLOSED CONTROLLERS (MOTOR STARTERS)	1/02/25
26 43 00	SURGE PROTECTION DEVICES	1/02/25
26 51 00	LIGHTING	1/02/25
DIVISION 27	COMMUNICATIONS	DATE
26 05 28	LOW VOLTAGE RACEWAY SYSTEM - COMMUNICATIONS	1/02/25
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	DATE
28 05 28	LOW VOLTAGE RACEWAY SYSTEM - SECURITY	1/02/25
28 46 00	FIRE DETECTION AND ALARM	1/02/25
DIVISION 31	EARTHWORK	DATE
31 2316	Excavation	1/02/25
31 2323	Fill	1/02/25
DIVISION 33	UTILITIES	DATE
33 4100	Subdrainage	1/02/25
PLANS		

LIFE SAFETY PLANS		DATE
G101	TITLE SHEET	1/02/25
G102	TYPICAL SHELL/CORE ASSEMBLIES	1/02/25
G103	TYPICAL INTERIOR ASSEMBLIES	1/02/25
G110	CODE REVIEW	1/02/25
G111	LIFE SAFETY PLANS	1/02/25
G112	LIFE SAFETY PLANS	1/02/25
G113	SEATING PLANS	1/02/25
G120	MOUNTING HEIGHTS	1/02/25
CIVIL		DATE
C001	COVER SHEET	1/02/25
C002	GENERAL NOTES	1/02/25
C003	SITE KEY SHEET	1/02/25
C004	OFFSITE KEY SHEET	1/02/25
C005	TYPICAL SECTIONS	1/02/25
C006	OFFSITE TYPICAL SECTIONS	1/02/25
CD100	DEMOLITION PLAN	1/02/25
CD101	DEMOLITION PLAN	1/02/25
CD102	DEMOLITION PLAN	1/02/25
CD200	OFFSITE DEMOLITION PLAN	1/02/25
CD201	OFFSITE DEMOLITION PLAN	1/02/25
CD202	OFFSITE DEMOLITION PLAN	1/02/25
CE100	EROSION CONTROL PLAN	1/02/25
CE101	EROSION CONTROL PLAN	1/02/25
CE102	EROSION CONTROL PLAN	1/02/25
CE300	EROSION CONTROL DETAIL	1/02/25
CE200	OFFSITE EROSION CONTROL PLAN	1/02/25
CE201	OFFSITE EROSION CONTROL PLAN	1/02/25
CE202	OFFSITE EROSION CONTROL PLAN	1/02/25
CG100	PAVING, GRADING, AND DRAINAGE PLAN	1/02/25
CG101	PAVING, GRADING, AND DRAINAGE PLAN	1/02/25
CG102	PAVING, GRADING, AND DRAINAGE PLAN	1/02/25
CG200	OFFSITE PAVING, GRADING AND DRAINAGE PLAN	1/02/25
CG201	OFFSITE PAVING, GRADING AND DRAINAGE PLAN	1/02/25
CG202	OFFSITE PAVING, GRADING AND DRAINAGE PLAN	1/02/25
C300	PAVING, GRADING, AND DRAINAGE DETAILS	1/02/25
CR100	SIGNING AND MARKING PLAN	1/02/25
CR101	SIGNING AND MARKING PLAN	1/02/25
CR102	SIGNING AND MARKING PLAN	1/02/25
CR200	OFFSITE SIGNING AND MARKING PLAN	1/02/25
CR201	OFFSITE SIGNING AND MARKING PLAN	1/02/25
CR202	OFFSITE SIGNING AND MARKING PLAN	1/02/25
CU100	WATER AND WASTEWATER PLAN	1/02/25
CU101	WATER AND WASTEWATER PLAN	1/02/25
CU102	WATER AND WASTEWATER PLAN	1/02/25
CU200	OFFSITE WATER AND WASTEWATER PLAN	1/02/25
CU103	SEWER PROFILE	1/02/25
C600	WATER AND SEWER DETAILS	1/02/25
C601	WATER AND SEWER DETAILS	1/02/25
C602	WATER AND SEWER DETAILS	1/02/25
C603	WATER AND SEWER DETAILS	1/02/25
C604	WATER AND SEWER DETAILS	1/02/25
LANDSCAPE		DATE
LP-1.00	OVERALL LANDSCAPE PLAN	1/02/25
LP-1.01	LANDSCAPE PLAN	1/02/25
LP-1.02	LANDSCAPE PLAN	1/02/25
LP-1.03	LANDSCAPE PLAN	1/02/25
LP-1.04	LANDSCAPE PLAN	1/02/25

LP-2.01	LANDSCAPE REQUIREMENTSAND LANDSCAPE SCHEDULE	1/02/25
LP-2.02	LANDSCAPE SECTIONS	1/02/25
LP-3.01	LANDSCAPE DETAILS	1/02/25
LP-3.02	LANDSCAPE SPECIFICATIONS	1/02/25
LP-4.00	PARKING LOT SHADE TREE EXHIBIT	1/02/25
	STRUCTURAL	DATE
S000	GENERAL STRUCTURAL NOTES	1/02/25
S001	STRUCTURAL SCHEDULES	1/02/25
\$100	FOUNDATION PLAN - OVERALL	1/02/25
\$101	FOUNDATION PLAN - AREA A	1/02/25
\$102	FOUNDATION PLAN-AREAS	1/02/25
\$103	FOUNDATION PLAN-AREAC	1/02/25
\$200	MEZZANINE FRAMING PLAN - OVERALL	1/02/25
\$201	MEZZANINE FRAMING PLAN - AREA A	1/02/25
S202	MEZZANINE FRAMING PLAN - AREA B	1/02/25
S203	MEZZANINE FRAMING PLAN - AREA C	1/02/25
\$300	ROOF FRAMING PLAN OVERALL	1/02/25
S301	ROOF FRAMING PLAN - AREA A	1/02/25
5302	ROOF FRAMING PLAN - AREA B	1/02/25
\$303	ROOF FRAMING PLAN - AREA C	1/02/25
\$400	FOUNDATION DETAILS	1/02/25
\$401	FOUNDATION DETAILS	1/02/25
\$500	STRUCTURAL FRAMING DETAILS	1/02/25
S501	STRUCTURAL FRAMING DETAILS	1/02/25
S502	STRUCTURAL FRAMING DETAILS	1/02/25
\$503	STRUCTURAL FRAMING DETAILS	1/02/25
S504	STRUCTURAL FRAMING DETAILS	1/02/25
S505	STRUCTURAL FRAMING DETAILS	1/02/25
S506	STRUCTURAL FRAMING DETAILS	1/02/25
	ARCHITECTURAL	DATE
A050 •	ARCHITECTURAL SITE PLAN	1/02/25
A201	FIRST FLOOR PLAN - OVERALL	1/02/25
A201A	FIRST FLOOR PLAN - AREA A	1/02/25
A2018	FIRST FLOOR PLAN-AREA B	1/02/25
A201C	FIRST FLOOR PLAN - AREA c	1/02/25
A202	MEZZANINE FLOOR PLAN - OVERALL	1/02/25
A202A	MEZZANINE FLOOR PLAN - AREA A	1/02/25
A202B	MEZZANINE FLOOR PLAN - AREA B	1/02/25
A202C	MEZZANINE FLOOR PLAN - AREA c	1/02/25
A210	ROOF PLAN	1/02/25
A211	ENLARGED PLANS AND ELEVATIONS	1/02/25
A212	ENLARGED PLANS AND ELEVATIONS	1/02/25
A213	ENLARGED PLANS AND ELEVATIONS	1/02/25
A214	ENLARGED PLANS AND ELEVATIONS	1/02/25
A215	ENLARGED PLANS AND ELEVATIONS	1/02/25
A216	ENLARGED PLANS AND ELEVATIONS	1/02/25
A250	DOOR SCHEDULE	1/02/25
A251	DOOR DETAILS	1/02/25
A301	EXTERIOR ELEVATIONS	1/02/25
A310	GLAZING ELEVATIONS	1/02/25
A311	GLAZING ELEVATIONS	1/02/25
A312	GLAZING DETAILS	1/02/25
A401	BUILDING SECTIONS	1/02/25
A402	BUILDING SECTIONS	1/02/25
A410	ENLARGED BUILDING SECTIONS	1/02/25
A411	ENLARGED BUILDING SECTIONS	1/02/25
A412	ENLARGED BUILDING SECTIONS	1/02/25
A420	VERTICAL CIRCULAFON	1/02/25

A421	VERTICAL CIRCULATION	1/02/25
A422	VERTICAL CIRCULATION	1/02/25
A501	EXTERIOR WALL SECTIONS	1/02/25
A502	EXTERIOR WALL SECTIONS	1/02/25
A510	EXTERIOR DETAILS	1/02/25
A511	EXTERIOR PRECAST DETAILS	1/02/25
A520	ROOF DETAILS	1/02/25
A530	INTERIOR DETAILS	1/02/25
A531	INTERIOR DETAILS	1/02/25
A600	FINISH/SPEC INFORMATION	1/02/25
A601	FIRST FLOOR FINISH PLAN	1/02/25
A602	MEZZANINE FINISH PLAN	1/02/25
A611	INTERIOR ELEVATIONS	1/02/25
A612	INTERIOR ELEVATIONS	1/02/25
A613	INTERIOR ELEVATIONS	1/02/25
A614	INTERIOR ELEVATIONS	1/02/25
A701	FIRST FLOOR RCP - OVERALL	1/02/25
A701A	FIRST FLOOR RCP - AREA A	1/02/25
A701B	FIRST FLOOR RCP - AREA B	1/02/25
A701C	FIRST FLOOR RCP-AREA C	1/02/25
A702	MEZZANINE RCP - OVERALL	1/02/25
A702A	MEZZANINE RCP-AREA A	1/02/25
A702B	MEZZANINE RCP-AREA B	1/02/25
A702C	MEZZANINE RCP - AREA C	1/02/25
A703	CANOPY RCP	1/02/25
A801	FIRST FLOOR FFE PLAN	1/02/25
A811	FIRST FLOOR FURNITURE PLAN	1/02/25
FIRE PROTECTION		DATE
F101	FIRST FLOOR FIRE PROTECTION PLAN - OVERALL	1/02/25
F102	MEZZANINE FIRE PROTECTION PLAN - OVERALL	1/02/25
MECHANICAL		DATE
M101	FIRST FLOOR HVAC PLAN - OVERALL	1/02/25
M101A	FIRST FLOOR HVAC PLAN - AREA A	1/02/25
M101B	FIRST FLOOR HVAC PLAN - AREA B	1/02/25
M101C	FIRST FLOOR HVAC PLAN - AREA c	1/02/25
M102	MEZZANINE HVAC PLAN - OVERALL	1/02/25
M102A	MEZZANINE HVAC PLAN - AREA A	1/02/25
M102B	MEZZANINE HVAC PLAN - AREA B	1/02/25
M102C	MEZZANINE HVAC PLAN - AREA c	1/02/25
M110	ROOF HVAC PLAN	1/02/25
M500	MECHANICAL DETAILS	1/02/25
PLUMBING		DATE
PM01	MECHANICAL TITLE SHEET, SYMBOLS, & ABBREVIATIONS	1/02/25
P100	FIRST FLOOR UNDERFLOOR PLUMBING PLAN - OVERALL	1/02/25
P100A	FIRST FLOOR UNDERFLOOR PLUMBING PLAN-AREA A	1/02/25
P100B	FIRST FLOOR UNDERFLOOR PLUMBING PLAN - AREA B	1/02/25
P100C	FIRST FLOOR UNDERFLOOR PLUMBING PLAN - AREAC	1/02/25
P101	FIRST FLOOR ABOVE FLOOR PLUMBING PLAN - OVERALL	1/02/25
P101A	FIRST FLOOR ABOVE LEVEL PLUMBING PLAN - AREA A	1/02/25
P1018	FIRST FLOOR ABOVE LEVEL PLUMBING PLAN - AREA B	1/02/25
P101C	FIRST FLOOR ABOVE LEVEL PLUMBING PLAN - AREA c	1/02/25
P102	MEZZANINE ABOVE LEVEL PLUMBING PLAN - OVERALL	1/02/25
P102A	MEZZANINE ABOVE LEVEL PLUMBING PLAN - AREA A	1/02/25
P102B	MEZZANINE ABOVE LEVEL PLUMBING PLAN - AREA B	1/02/25
P102C	MEZZANINE ABOVE LEVEL PLUMBING PLAN - AREA c	1/02/25
P110	ROOF PLUMBING PLAN	1/02/25
P201	ENLARGED PLUMBING PLANS - RESTROOMS	1/02/25
P202	ENLARGED PLUMBING PLANS - KITCHEN & CONCESSIONS	1/02/25

P203	ENLARGED PLUMBING PLANS - LOCKER & TEAM ROOMS	1/02/25
P400	WATER ISOMETRICS - OVERALL	1/02/25
P401	WASTE AND VENT ISOMETRIC - OVERALL	1/02/25
P410	ENLARGED ISOMETRICS	1/02/25
P411	ENLARGED ISOMETRICS	1/02/25
P500	PLUMBING DETAILS	1/02/25
PME1	PLUMBING, MECHANICAL, AND ELECTRICAL SCHEDULES	1/02/25
PME2	PLUMBING, MECHANICAL, AND ELECTRICAL SCHEDULES	1/02/25
ELECTRICAL		DATE
E001	ELECTRICAL TITLE SHEET	1/02/25
E002	SITE LIGHTING PLAN	1/02/25
E101	FIRST FLOOR LIGHTING PLAN	1/02/25
E101A	FIRST FLOOR LIGHTING PLAN - AREA A	1/02/25
E1018	FIRST FLOOR LIGHTING PLAN - AREA B	1/02/25
E101C	FIRST FLOOR LIGHTING PLAN - AREA c	1/02/25
E102	CONCOURSE LEVEL LIGHTING PLAN	1/02/25
E102A	CONCOURSE LEVEL LIGHTING PLAN - AREA A	1/02/25
E102B	CONCOURSE LEVEL LIGHTING PLAN - AREA B	1/02/25
E102C	CONCOURSE LEVEL LIGHTING PLAN - AREA c	1/02/25
E201	FIRST FLOOR POWER & SYSTEMS PLAN	1/02/25
E201A	FIRST FLOOR POWER & SYSTEMS PLAN - AREA A	1/02/25
E201B	FIRST FLOOR POWER & SYSTEMS PLAN - AREA B	1/02/25
E201C	FIRST FLOOR POWER & SYSTEMS PLAN - AREA C	1/02/25
E202	CONCOURSE LEVEL POWER & SYSTEMS PLAN	1/02/25
E202A	CONCOURSE LEVEL POWER & SYSTEMS PLAN - AREA A	1/02/25
E202B	CONCOURSE LEVEL POWER & SYSTEMS PLAN - AREA B	1/02/25
E202C	CONCOURSE LEVEL POWER & SYSTEMS PLAN - AREA c	1/02/25
E203	1/2/2025	1/02/25
E300	ENLARGED ELECTRICAL PLANS	1/02/25
E302	ELECTRICAL SCHEDULES & DETAILS	1/02/25
E400	ELECTRICAL ONE-LNE DIAGRAM	1/02/25
E401	PANEL SCHEDULES	1/02/25
E402	PANEL SCHEDULES	1/02/25
ICE RINK		DATE
R001	ICE RINK LEGENDS AND SYMBOLS	1/02/25
R100	ICE RINK SUBFLOOR PLAN	1/02/25
R101	ICE RINK FLOOR PLAN	1/02/25
R200	REFRIGERATION ROOM PLAN	1/02/25
R500	ICE RINK DETAILS AND SECTIONS	1/02/25
R501	ICE RINK DETAILS AND SECTIONS	1/02/25
R502	ICE RINK DETAILS AND SCHEDULES	1/02/25
R600	FLOW DIAGRAMS	1/02/25
R601	FLOW DIAGRAMS	1/02/25
R602	FLOW DIAGRAMS	1/02/25
DASHER BOARDS		DATE
DB100	ICE RINK DASHER BOARD PLAN	1/02/25
DB500	ICE RINK DASHER BOARD SECTION AND DETAILS	1/02/25
DB501	ICE RINK DASHER BOARD SECTIONS AND DETAILS	1/02/25

Exhibit B

AIA Document Form A312
Performance Bond and Payment Bond Forms

Exhibit C
Interim Agreement



May 13, 2025

Bill Zecher
 Vice President
 Clancy & Theys Construction
 1401 Beulah Road
 Suite 124
 Winter Gardens, FL 34787

Via electronic mail

Re: Palm Beach North Athletic Foundation Iceplex
 Palm Beach Gardens, Florida

Dear Bill,

This letter agreement (“Preconstruction/Early Start Agreement”) outlines the terms and conditions under which Palm Beach North Athletic Foundation (“Owner”) shall engage Clancy & Theys Construction (“Contractor”) to proceed with the limited scope of work described herein (“Work”) in connection with construction of the Iceplex project commonly known as the Palm Beach North Athletic Foundation Iceplex in Palm Beach Gardens, Florida (“Project”).

The Owner hereby acknowledges and agrees that, upon execution of this Preconstruction/Early Start Agreement, the Contractor shall continue with Preconstruction activities in an effort to finalize the GMP (as defined below), ensure the design is in keeping with the budget and quality requirements, and expedite the overall schedule for the Project. Further, the Contractor shall issue written notices to proceed to select trade contractors and suppliers (collectively, (“Subcontractors”), in keeping with the terms and conditions outlined herein, such that certain materials and delegated design services may be released and commence as early as May 19, 2025; in advance of an early June 2025 target for execution of the Pending Contract (as defined below).

Notwithstanding this Preconstruction/Early Start Agreement, the Owner and Contractor (“Parties”) shall negotiate in good faith toward a timely execution of an AIA Document A133-2019 and corresponding AIA Document A201-2017 containing mutually acceptable modifications (including stop/start provisions), terms, and conditions including an established Guaranteed Maximum Price (“GMP”) for completion of the Work (the target for which is no more than \$41,000,000), within which shall include the below costs as listed in attached Exhibit A (including a 4.0% fee; and General Conditions/General Requirements costs not to exceed \$1,844,605), and a mutually agreed upon Substantial Completion Date for the Project, recognizing the Owner’s objective to have the completed Project delivered by October 2026 (“Pending Contract”). Any costs incurred by the Contractor under this Preconstruction/Early Start Agreement are a subset of, and shall be credited against, the GMP under the Pending Contract; provided however that under no circumstances shall the Owner be liable for any costs or expenses incurred by the Contractor under this Preconstruction/Early Start Agreement in excess of \$534,210, itemized below (“Early Start Not-To-Exceed Amount”).

<u>Early Commitments</u>	<u>Scheduled Value</u>
Structural Precast	\$5,458,605
Structural Steel.....	\$2,604,754
Site Demo.....	\$118,548
Site Contractor	\$3,134,010
Ice/Refrigeration	\$3,677,583
HVAC	\$3,550,000

<u>Early Cost/Scope of Work</u>	<u>Scheduled Value</u>
Structural Precast Shop Drawings	\$340,000
Structural Steel Shop Drawings	\$100,000
Site/Civil Structure Package Shop Drawings.....	\$5,000
Concrete Reinforcement Shop Drawings	\$4,450
Switchgear Shop Drawings.....	\$7,400
Refrigeration Equipment Shop Drawings	\$10,000
Mechanical Equipment Shop Drawings.....	\$10,000
Temporary Fence and Gates	\$37,000
General conditions.....	\$20,360

The Contractor shall work with the Owner on the permit applications with the City; and work diligently with the City to schedule a pre-construction meeting and pick up the site and buildings permits (when needed). This Preconstruction/Early Start Agreement anticipates a continuous flow of work from mobilization.

Invoices (using AIA Forms G702 and G703) shall be submitted consistent with the Pending Contract. If the Contractor and Owner execute the Pending Contract, the Work performed under this Preconstruction/Early Start Agreement shall be incorporated into and become a part thereof. This Preconstruction/Early Start Agreement and all rights and obligations hereunder shall terminate upon execution of the Pending Contract.

Concurrent with the process of negotiating the Pending Contract, the Parties shall proceed in good faith toward acting upon any value engineering opportunities and/or cost saving opportunities, in order to establish a GMP that aligns with the Owner's financial objectives for the Project. The Parties shall also collaborate on creating a detailed critical path schedule establishing, for instance, dates for permits, long-lead submittals, and other tasks that most directly inform/affect the Project schedule. Should this process identify any additional Subcontractors requiring notices to proceed in advance of the execution of the Pending Contract, the Contractor shall bring them to the Owner's attention for approval.

In the event the Parties do not enter into the Pending Contract as anticipated, the Contractor shall be paid for the actual cost of the Work as described in this Preconstruction/Early Start Agreement completed as of the date of the termination (up to the Early Start Not-To-Exceed Amount) and the Contractor, upon request of the Owner, shall assign all subcontracts and purchase orders entered into on account of the Work to the Owner, and each subcontract and purchase order shall explicitly permit such assignment without any action by the subcontractor or supplier. In the event the Owner does not wish to accept assignment of one or more of the subcontracts or purchase orders, the Contractor shall terminate those subcontracts and purchase orders. In no event shall the Contractor be paid for General Conditions or Fee on Work not performed.

Prior to Mobilizing, the Contractor shall provide to the Owner a certificate of insurance with coverages at least as noted below, naming at least Owner, Palm Beach North Athletic Foundation, XXX Bank, and XXX LLC as additional insureds. This will need to then be updated with a to-be-determined lender and equity provider.

- (i) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
- (ii) Excess umbrella liability insurance with a minimum limit of \$2,000,000 per occurrence and annual aggregate;
- (iii) Business automobile liability insurance with a minimum combined single limit of \$1,000,000;
- (iv) Workers' compensation insurance with coverage/limits as statutorily required.

If the terms and conditions set forth herein are acceptable to you, please indicate such acceptance by executing this Early Start Agreement where indicated and returning it to my attention.

Sincerely,

Palm Beach North Athletic Foundation

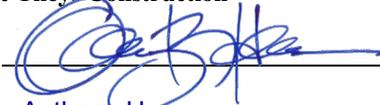


Mike Winter
President

Acknowledged and agreed to this 14 day of May 2025

Clancy & Theys Construction

By:



Name:

Anthony Harmon

Title:

Director of Project Solutions

Exhibit D

Construction Manager's Rental Rates



Cat	Class	Description	Day	Week	Month
100	100-3185	COMPRESSOR 175-195 CFM	\$150.00	\$293.00	\$700.00
100	100-3186	COMPRESSOR 175-195 CFM TIER 4	\$150.00	\$293.00	\$700.00
110	110-1560	BREAKER PAVEMENT AIR 35#	\$60.00	\$177.00	\$367.00
110	110-1570	BREAKER PAVEMENT AIR 60#	\$60.00	\$177.00	\$367.00
110	110-1580	BREAKER PAVEMENT AIR 90#	\$60.00	\$177.00	\$367.00
110	110-2400	AIR HOSE 3/4" X 50'	\$11.00	\$24.00	\$34.00
110	110-4120	BUSHING TOOL 1 1/8" X 6"	\$9.00	\$17.00	\$26.00
110	110-4135	CHISEL 1" X 4 1/4"	\$9.00	\$17.00	\$26.00
110	110-4140	CHISEL 1" X 4 1/4" X 3"	\$9.00	\$17.00	\$26.00
110	110-4150	CHISEL 1 1/4" X 6"	\$9.00	\$17.00	\$26.00
110	110-4155	CHISEL 1 1/4" X 6" X 3"	\$9.00	\$17.00	\$26.00
110	110-4165	CHISEL 1 1/8" X 6"	\$9.00	\$17.00	\$26.00
110	110-4167	CHISEL 1 1/8" X 6" X 3"	\$9.00	\$17.00	\$26.00
110	110-4180	CLAY SPADE 1" X 4 1/4"	\$9.00	\$17.00	\$26.00
110	110-4195	CLAY SPADE 1 1/4" X 6"	\$9.00	\$17.00	\$26.00
110	110-4330	MOIL POINT 1" X 4 1/4"	\$9.00	\$17.00	\$26.00
110	110-4345	MOIL POINT 1 1/4" X 3'	\$9.00	\$17.00	\$26.00
110	110-4360	MOIL POINT 1 1/4" X 4'	\$9.00	\$17.00	\$26.00
110	110-4390	MOIL POINT 1 1/4" X 6"	\$9.00	\$17.00	\$26.00
110	110-4435	MOIL POINT 1 1/8" X 6"	\$9.00	\$17.00	\$26.00
150	150-2400	RAMMER MED 2400-2800 LBS/BLOW	\$90.00	\$193.00	\$509.00
150	150-2600	RAMMER LARGE 2900-3600 LBS/BLOW	\$90.00	\$193.00	\$509.00
150	150-3100	VIB PLATE MEDIUM 3000-5000# IMPACT	\$90.00	\$193.00	\$509.00
160	160-1265	ROLLER 24-33" WALKBEHIND PAD	\$317.00	\$768.00	\$1,615.00
160	160-2425	ROLLER 50-56" VIB SINGLE DRUM SMOOTH	\$431.00	\$1,225.00	\$2,799.00
160	160-2445	ROLLER 61-70" VIB SINGLE DRUM SMOOTH	\$538.00	\$1,350.00	\$3,196.00
160	160-2450	ROLLER 80-89" VIB SINGLE DRUM PAD	\$530.00	\$1,746.00	\$4,023.00
160	160-2455	ROLLER 80-89" VIB SINGLE DRUM SMOOTH	\$584.00	\$1,633.00	\$3,828.00
180	180-7001	CORE DRILL ELECTRIC 17-23 AMP	\$90.00	\$205.00	\$367.00
231	231-1200	FORKLIFT WHSE 5000# GAS/LP	\$222.00	\$581.00	\$1,188.00
231	231-1205	FORKLIFT WHSE 5000# LOW PROFILE GAS/LP	\$222.00	\$581.00	\$1,188.00
233	233-1000	FORKLIFT VARIABLE REACH 4500# 15' & UP	\$291.00	\$780.00	\$1,770.00
233	233-1025	FORKLIFT VARIABLE REACH 5000# 16-20'	\$309.00	\$817.00	\$1,800.00
233	233-1170	FORKLIFT VARIABLE REACH 6000# 40-49'	\$427.00	\$1,057.00	\$2,204.00
233	233-1250	FORKLIFT VARIABLE REACH 7000# 38-44'	\$427.00	\$1,057.00	\$2,204.00
233	233-1370	FORKLIFT VARIABLE REACH 8000# 40-49'	\$478.00	\$1,085.00	\$2,591.00
233	233-1470	FORKLIFT VARIABLE REACH 9000# 30-45'	\$538.00	\$1,116.00	\$2,709.00
233	233-1650	FORKLIFT VARIABLE REACH 10000# 50'-62'	\$599.00	\$1,819.00	\$3,534.00
233	233-1675	FORKLIFT VARIABLE REACH 12000# 53'-69'	\$808.00	\$2,054.00	

\$5,091.00

240	240-3041	GENERATOR 5.0-5.4 KW	\$60.00	\$177.00	\$397.00
240	240-3051	GENERATOR 5.5-5.9 KW	\$60.00	\$177.00	\$397.00
240	240-3061	GENERATOR 6.5-6.9 KW	\$60.00	\$177.00	\$397.00
240	240-3131	GENERATOR 19-29 KVA	\$209.00	\$499.00	\$961.00
240	240-3132	GENERATOR 19-29 KVA TIER 4	\$209.00	\$499.00	\$1,182.00
300	300-1512	VERTICAL LIFT 12' ELEC SELF PROPELLED	\$120.00	\$234.00	\$367.00
300	300-1515	VERTICAL LIFT 15' ELEC SELF PROPELLED	\$150.00	\$265.00	\$402.00
300	300-1520	VERTICAL LIFT 18-20' ELEC SELF PROPELLED	\$174.00	\$288.00	\$481.00
300	300-2000	SCISSOR LIFT 19' ELECTRIC	\$138.00	\$252.00	\$447.00
300	300-2515	SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE	\$180.00	\$329.00	

\$650.00

300	300-2580	PUSHAROUND 20-25' DC	\$138.00	\$252.00	\$424.00
310	310-4001	BOOM 40-50' ARTICULATING	\$360.00	\$792.00	\$1,691.00
310	310-4003	BOOM 45-50' TELESCOPIC 4WD	\$419.00	\$921.00	\$1,759.00
310	310-4026	BOOM 37-44' TELESCOPIC	\$360.00	\$792.00	\$1,691.00
310	310-6001	BOOM 60-64' ARTICULATING	\$478.00	\$996.00	\$2,257.00
310	310-6026	BOOM 60-64' TELESCOPIC	\$478.00	\$996.00	\$2,257.00
310	310-6526	BOOM 65-70' TELESCOPIC	\$515.00	\$1,085.00	\$2,348.00
310	310-8001	BOOM 76-85' ARTICULATING	\$778.00	\$2,172.00	\$3,901.00



310	310-8026	BOOM 76-80' TELESCOPIC	\$778.00	\$2,172.00	\$3,846.00
310	310-8526	BOOM 84-86' TELESCOPIC 4WD	\$831.00	\$2,289.00	\$3,959.00
320	320-4000	LIGHT TOWER,6KW	\$102.00	\$245.00	\$452.00
520	520-9240	PUMP 3" TRASH	\$78.00	\$193.00	\$367.00
520	520-9830	PUMP 2" ELECTRIC SUBMERSIBLE	\$60.00	\$177.00	\$311.00
534	534-6620	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	\$11.00	\$24.00	\$34.00
535	535-2020	HOSE 3X20 PVC SUCTION - CAMLOCK	\$11.00	\$24.00	\$34.00
535	535-6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	\$11.00	\$24.00	\$34.00
625	625-7250	SAW CONCRETE 11-14HP	\$90.00	\$265.00	\$509.00
625	625-7805	SAW CUT-OFF 14" GAS	\$78.00	\$177.00	\$436.00
750	750-1105	SWEEPER RIDE ON 8' WINDROW 3 WHEEL	\$282.00	\$772.00	\$1,771.00
902	902-1020	BACKHOE/LOADER 60-90HP 4WD	\$317.00	\$674.00	\$1,527.00
902	902-5215	BACKHOE BREAKER	\$270.00	\$527.00	\$1,188.00
903	903-45	SKID STEER LOADER 1351-1699#	\$270.00	\$704.00	\$1,358.00
903	903-5355	SKID STEER BREAKER	\$209.00	\$469.00	\$1,074.00
903	903-5410	SKID STEER FORK ATTACHMENT	\$60.00	\$118.00	\$226.00
903	903-5411	SKID STEER FORK ATTACHMENT HEAVY DUTY	\$60.00	\$118.00	\$226.00
903	903-561	SKID STEER TRACK LOADER 1300-1699#	\$298.00	\$804.00	\$1,578.00
903	903-580	SKID STEER TRACK LOADER 2000-2399#	\$360.00	\$956.00	\$2,131.00
903	903-585	SKID STEER TRACK LOADER 2400-2799#	\$425.00	\$1,116.00	\$2,444.00
903	903-590	SKID STEER TRACK LOADER 2800-3399#	\$472.00	\$1,168.00	\$2,821.00
903	903-71	SKID STEER LOADER 1700-1899#	\$298.00	\$734.00	\$1,442.00
905	905-1015	EXCAVATOR 25000-29999#	\$658.00	\$1,761.00	\$4,298.00
905	905-1060	EXCAVATOR 43000-54999#	\$718.00	\$2,065.00	\$5,599.00
905	905-1150	EXCAVATOR 70000-84999#	\$1,347.00	\$3,755.00	\$9,615.00
905	905-7050	EXCAVATOR BREAKER 5000#	\$778.00	\$1,907.00	\$5,429.00
905	905-7055	EXCAVATOR BREAKER 7500-8000#	\$1,047.00	\$2,816.00	\$6,108.00
905	905-7060	EXCAVATOR BREAKER 10000#	\$1,377.00	\$3,462.00	\$8,483.00
906	906-2270	DOZER LOW GROUND PRESSURE 70-80HP	\$593.00	\$1,466.00	\$3,450.00
906	906-2290	DOZER LOW GROUND PRESSURE 90-95HP	\$712.00	\$1,819.00	\$4,072.00
907	907-100	MINI EXCAVATOR 10000-14000#	\$417.00	\$1,057.00	\$2,199.00
907	907-114	MINI EXCAVATOR 14800-19999#	\$478.00	\$1,408.00	\$2,603.00
907	907-62	MINI EXCAVATOR 6000-6799#	\$239.00	\$709.00	\$1,643.00
907	907-75	MINI EXCAVATOR 7400-9199#	\$289.00	\$801.00	\$1,806.00
953	953-2225	TRUCK WATER 2000-2999 GAL CDL	\$572.00	\$1,466.00	\$3,165.00

Exhibit E
General Conditions Costs



EXHIBIT "E"- GENERAL CONDITIONS COST

Palm Beach Gardens Iceplex

Description	Quantity	Total	Amount
010000 GENERAL CONDITIONS			
010002 Project Management			420,000
010003 Assistant Project Manager			252,000
010004 Project Administration			39,200
011000 Scheduler			40,600
011510 Construction Progress Documentation			33,200
011511 Temporary Electrical			13,000
011515 Temporary Water			2,600
011516 Sanitary Facilities			34,400
011560 Document Reproduction, Postage & Shipping			8,810
011572 Safety			58,338
011580 Project Identification			3,989
011590 Field Office			100,088
011591 Storage Facility			7,000
011593 Temporary Telecommunications			11,500
011610 Travel and Living Expenses			73,500
011720 Project Supervision			364,000
011750 Assistant Superintendent			201,600
011800 Consumables			16,264
GENERAL CONDITIONS			1,680,089

Exhibit F
Construction Manager's Personnel Rates



EXHIBIT "F"

**Palm Beach Gardens Iceplex
WAGE RATES
5/28/2025**

Title/Responsibility	\$/HR
Project Executive/ Division	\$175/hr
Safety Manager	\$120/hr
Scheduler	\$155/hr
Project Manager	\$150/hr
Assistant Project Manager	\$90/hr
VDC Manager	\$145/hr
General Superintendent	\$165/hr
Project Superintendent	\$130/hr
Assistant Superintendent	\$90/hr
Project Coordinator	\$65/hr
Project Accountant	\$70/hr

AIA[®] Document A201[™] - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«templates»
«Palm Beach Gardens Ice Center »
«_____ Plant Drive
Palm Beach Gardens, Florida 33410 »

THE OWNER:

(Name, legal status and address)

«Palm Beach North Athletic Foundation, a Florida not for profit corporation »
«2000 PGA Blvd
Suite 4440
Palm Beach Gardens, FL 33408»

THE ARCHITECT:

(Name, legal status and address)

«JLG Architects »
«710 S. 2nd Street, 8th Floor »
«Minneapolis, MN 55401 »

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents. Upon execution of a Change Order, each of such subsequent Drawings and Specifications, if any, related to the Change Order shall be deemed for all purposes of the Contract to be part of and included within the definition of the Drawings and Specifications.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service, including the Drawings and Specifications, on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

Where the Contract Documents require one party to notify or give notice to the other party, including Notice of Claims, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use either AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or a comparable document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or in comparable documents, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 The Owner shall at the written request of the Contractor prior to commencement of the Work and thereafter upon written request by the Contractor, furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to

know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.2.5 Owner's personnel may be present at the construction site during the progress of the Work to assist the Architect in the performance of its duties and to otherwise inspect the progress of the Work.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, utility hook ups, impact fees, permit fees, any other governmental fees and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, easements, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one electronic copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2, fails to carry out Work in accordance with the Contract Documents, fails to complete the Work on time in accordance with Article 3 of the Contract, or is in default of any of its material obligations under the Contract Documents, the Owner will provide a notice of said failure or default, and if Contractor does not commence to cure said failure or default and continue to diligently prosecute the same to completion within seven (7) days of receipt of said notice, Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The right of the Owner to stop the Work hereunder shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

§ 2.4.1 If, after consultation with the Architect, suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, the Owner may suspend the Work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. If the Contractor, in its reasonable judgment, believes that a suspension is warranted by reason of unforeseen circumstances which may adversely affect the quality of the Work if the Work were continued, the Contractor shall immediately notify the Owner and the Architect of such belief and describe with particularity the reasons therefor.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have,

correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. No action permitted to be taken by Owner hereunder shall affect any of the other rights or remedies of Owner granted by this Contract or by law, or relieve Contractor from any consequences or liabilities arising from such deficiencies. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Extent of Owner Rights.

§ 2.6.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and in a good and workmanlike manner.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing observable conditions related to that portion of the Work, and shall observe any conditions at the site affecting it, or any variance from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body, or public quasi-public authority of which Contractor is aware. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Notwithstanding the foregoing, failure to discover or correct errors, conflicts, or discrepancies shall not relieve Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at Contractor's own expense. The Contractor may not take advantage of any such error or omission. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) reasonably anticipated labor supply and costs to

the best of the Contractor's knowledge at the time the GMP is executed(4) availability and cost of materials, tools and equipment. Future impacts will be evaluated if force majeure is applicable, The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section. This provision shall not affect Contractor's obligation to perform its Work in accordance with all applicable codes, laws and ordinances.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect or Owner issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor performs Work with actual knowledge that it involves an error, omission or inconsistency in the Contract Documents without such notice to Architect and/or Owner Contractor shall, upon written request of Owner, correct such improper Work as a Cost of the Work but without amendment to the Contract Sum. Except as provided in the preceding sentence, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized such error, inconsistency, omission, difference, or non-conformity and knowingly failed to report it.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property as denoted in the Contract Documents, utility survey or discoverable via a utility locating service. Contractor shall be responsible for any damage done to such lines, cables, pipes, and pipelines during its construction work. This specifically does not include lines, cable, pipes and/or pipelines that are hidden or not referenced in the Contract Documents or utility survey.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with all applicable laws and regulations.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. Owner shall be responsible to Contractor for acts and omissions of Owner and Owner's employees, separate contractors, including Architect and their agents and employees, and other persons or entities performing services for, or on behalf of Owner or anyone for whom Owner is responsible. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall arrange and hold monthly job site meetings with the Owner, Architect and the Contractor's supervisory personnel. Such meetings shall be used to review contract status, project schedules, requests for information, proposed change orders, changes orders, monthly applications for payment, and the general progress of the work. The Contractor shall prepare an agenda and minutes for the meeting, and distributed to the meeting participants within 3 days of the meeting.

§ 3.3.5 The Contractor shall review subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.6 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed and documented. No inspection performed or failed to be performed by the Owner shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. In making requests for substitutions, the Contractor shall list the particular system, product, or material for which a substitution is requested and the justification for such a request along with any proposed change in the Contract Sum and Contract Time. Requests submitted shall include any and all adjustments required by the substitution and any other work affected thereby. The Architect or Owner may reject a substitution for material reasons or the rejections may be based on aesthetics for which the Architect or Owner may determine.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 It shall be the responsibility of the Contractor to provide at the Contractor's expense, the power, fuel and equipment necessary to maintain climatic conditions including humidity when specified or necessary for Work in progress.

§ 3.4.5 In case the progress of the Work is affected by any undue delay in furnishing or installing any items, materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.4.6 If, after execution of the Agreement and prior to submittal of applicable shop drawings, the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor may do so in writing by setting forth the following:

§ 3.4.6.1 A full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.

§ 3.4.6.2 The basis for substitution and the upward or downward adjustment, if any, in the Contract Sum and Contract Time, in the event the substitution is acceptable to the Owner.

§ 3.4.6.3 If the Owner and the Contractor agree to the substitution, such agreement shall be considered a representation by the Contractor that (1) the proposed substitution conforms to and meets all the requirements of the

pertinent Specifications and requirements of the Contract Documents and as shown on the Drawings and required by the Project and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitution shall be submitted to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as required by the Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that articles, materials and equipment furnished under the Contract will be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned for proper forming, as per the manufacturer's directions and as approved by the Project Manager. . The Contractor further warrants that the Work will conform to the requirements of the Contract Documents, shall be of good quality, free from faults and defects, and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered nonconforming. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the express warranties, representations, and guarantees set out in the Contract Documents, Contractor makes no other warranty, representation, or guarantee, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and such are expressly disclaimed. Further, all Contractor warranties and guarantees (express or implied), shall be deemed disclaimed, waived, and null and void if the Project is subsequently converted to condominiums or other form of individual unit sales.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of Substantial Completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work to the extent so that Owner and Contractor may both assert claims on such warranties, and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Such assignment does not relieve the Contractor of its responsibility to correct all Work during the warranty period.

3.5.4 Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the applicable portion of the Work or the entire Work, as the case may be, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§ 3.5.5 Contractor will assign to Owner or Owner's representative manufacturers', suppliers' and subcontractors' warranties on materials, equipment and fixtures and labor incorporated in the Work required by the Contract Documents or that it otherwise obtains. Contractor's delivery to Owner of all warranty guarantees required by the Specifications is required as a prerequisite to the final payment.

§ 3.5.6 Contractor shall not waive, limit or take any action to prejudice or void any warranties as to materials or component parts used in the Work or as to any Subcontractor's work without Owner's prior written consent.

§ 3.5.7 Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

§ 3.5.8 The warranty provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace or repair defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner and/or the City of Palm Beach Gardens within a period of one (1) year after Substantial Completion.

§ 3.5.9 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner and the City of Palm Beach Gardens, and shall be transferable to the Owner and/or the City of Palm Beach Gardens, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction as a Cost of the Work but without change to the Contract Sum.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor, or any of its Subcontractors or any Sub-subcontractor, encounter conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will investigate such conditions within five (5) days and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall notify the Owner and Contractor within five (5) days of such inspection, stating the reasons. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior visual inspections of the Project site, or (2) visual inspections which the Contractor had the opportunity to make or should have performed based on industry standards in connection with the Project. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ competent supervisory personnel consisting of the following positions: project executive, project manager, superintendent and other personnel approved by the Owner and the Contractor (the "Supervisory Personnel"). The superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be satisfactory to the Owner, and the Contractor shall not replace the superintendent without the prior written consent of the Owner. The superintendent shall devote a "full-time" status to this individual Project for the duration of the Project until a status of Substantial Completion is reached and confirmed by the Architect and Owner, unless otherwise approved by Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor, except when necessitated by the voluntary or involuntary termination of the superintendent's employment, shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's and Owner's approval. Such approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The schedule of submittals shall indicate appropriate dates by which the Architect must notify the Contractor of the outcome of the review in order to avoid an extension of the Contract Time, which will allow Architect at least seven (7) days to respond to any submittal by Contractor. Submittals that are on the critical path will be responded to as quickly as reasonably possible by the design team to maintain the project schedule.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent construction and submittal schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 Contractor shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times with the Owner, subject to Owner having paid for the same and compliance with the insurance requirements relating to partial use and occupancy.

§ 3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility and at the risk of the Contractor.

§ 3.13.2 The Contractor shall insure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Project site and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Project site shall be free from all debris, building materials, and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the Project site, or (2) the Project buildings in the event of partial occupancy.

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all the rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the buildings, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall, as necessary, clean up after its operation, by removing rubbish, including old and surplus materials. The Contractor shall be responsible for the overall cleanliness and neatness of the Project site.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 RESERVED.

3.19 REPRESENTATIONS AND WARRANTIES

§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract, which representations and warranties shall survive the execution, delivery and termination of the Contract and the final completion of the Work:

- .1 That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 That it is authorized to do business in the state of Florida and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it, the Work, and the Project site;
- .4 That the execution of the Agreement and its performance thereof is within its duly authorized powers; and
- .5 That its duly authorized representative has visited the Project site, become familiar with local conditions under which the Work is to be performed and correlated on-site observations with the requirements of the required Contract Documents.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. In no event, however, shall Owner have control over or charge of, or be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Work since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for the acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents; provided, however, Architect shall not have the right to authorize payments on behalf of Owner or make any changes to the Contract Documents without the Owner's approval.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor's Applications for Payment and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect and Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue, subject to the Owner's approval, Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and give its opinion on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect shall secure the Owner's approval before issuing instructions, interpretations or judgments to the Contractor.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract

Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner makes reasonable objection to such substitution.

§ 5.2.5 The Contractor is obligated to comply with the provisions of Section 448.095, *Florida Statutes*, "Employment Eligibility." This includes, but is not limited to, utilizing the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that they do not employ, contract with, or subcontract with an undocumented immigrant unauthorized to work in the United States of America. Failure to comply shall lead to termination of this Contract, or if a subcontractor knowingly violates the aforesaid statute, the subcontractor must be terminated immediately.

§ 5.2.6 If the Owner reasonably determines that any employee of the Contractor or of its Subcontractors is careless or not qualified to perform the Work assigned, and the Owner and the Contractor cannot, after a diligent and good faith attempt, agree what action should be taken with respect to the removal or reassignment of such employee, the Contractor shall promptly remove such employee from the Work and replace such employee.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound (but, at Contractor's option, with the amount of Contractor's fees omitted). Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

Notwithstanding any provision of this Section 5.3 to the contrary, and regardless of whether such a contract is legally required for validity, any part of the Work performed for the Contractor by a Subcontractor or its Sub-subcontractor must be performed pursuant to a written Subcontract between the Contractor and such Subcontractor (or the Subcontractor and its Sub-subcontractor at any tier), and if requested by Owner, a true and

complete copy of which shall be delivered to Owner prior to any payment to such Subcontractor or Sub-subcontractor. Each such subcontract shall, where the context so requires, contain provisions that:

- a. require the Subcontractors to carry and maintain insurance coverage in accordance with the Contractor's requirements, and to file certificates of such coverage with the Contractor;
- b. require the Subcontractor to submit certificates and waivers of liens for work completed by it and by its Sub-subcontractors as a condition to the disbursement of the progress payment next due and owing;
- c. require that each Subcontractor continue to perform under its subcontract in the event the Agreement is terminated and the Owner shall take an assignment of said subcontract and request such Subcontractor to continue such performance;
- d. require that each Subcontractor shall assign to the Owner all warranties for its work and the work of its vendors and suppliers, together with applicable manufacturer warranties; and
- e. require that each Subcontractor name the Owner as an additional insured on insurance maintained by the Subcontractor and also name the Owner as a specific obligee under any bond provided by a Subcontractor in connection with its work.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 or for convenience pursuant to Section 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract with regard to the Work to be performed after the acceptance of the assignment by the Owner.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Subcontractor Lien Claims

Notwithstanding any term or provision of this Agreement to the contrary, and to the extent Owner has made payment to Contractor for the Work corresponding to a payment sought by a lower tier claim or lien, Contractor agrees that it shall not file, nor will it permit or allow any Subcontractor, Sub-subcontractor, Supplier or any other person or entity to file, any mechanics' construction or other lien or claim for Work done or materials furnished in the performance of the Agreement or any agreement supplemental hereto against any structure covered by the Agreement.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.1.1 A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and Contractor shall have no Claim therefor unless it shall, prior to complying with same and in any event by the 25th of the month when the pay application is submitted, however not less than ten (10) working days from the date such direction or order was given, submit to Owner for Owner's approval its change proposal; unless otherwise directed by the Owner, or its representative, in writing to take immediate action.

§ 7.1.1.2 When submitting its change proposal, Contractor shall, to the extent reasonably practicable, include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact

on the construction schedule. Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets of any Subcontractors if requested.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted elsewhere in the Contract Documents, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.1.4 Change Proposal

Contractor may request that Owner and Architect consider terms of a Change Order by submitting a Change Proposal in writing. Owner may request that Contractor submit a Change Proposal in writing, and providing plans and specifications for the subject matter of requested Change Proposal. Contractor shall respond to Owner's request for a Change Proposal within five (5) days, and such response shall (i) decline the request for a Change Proposal, (ii) submit a Change Proposal to Owner and Architect, or (iii) state that Contractor is in the process of preparing a Change Proposal, which shall be submitted to Owner within ten (10) days of Owner's request for such Change Proposal. When submitting its Change Proposal, Contractor shall, to the extent reasonably practicable, include and set forth in reasonably clear and precise detail breakdowns of labor and materials for all trades involved and a proposed revised construction schedule.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive will involve additional sums, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing

the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

The Architect's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Architect's determination is believed by the Contractor to be less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall, subject to the terms of Sections 2.2.1 and 7.1.3, promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect, with Owner's approval, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's and Owner's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will

affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date established in Section 9.8.1.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, acts of terrorism, acts of God, sabotage, war, embargo, unusual delays in inspections by applicable governmental authorities, unusual delay or inability to secure products, parts, materials, fuel, supplies, equipment or power at reasonable prices or in sufficient amounts through usual sources of supply, unavoidable casualties, disease outbreak, epidemic, pandemic, or other declaration of public health emergency, quarantine restrictions and other measures by governmental authorities in response to disease outbreak, epidemic, pandemic, or other declaration of public health emergency, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s reasonable control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time with respect to any such delays will be extended via Change Order as agreed to by the Owner and the Contractor. Apart from extensions of time and any applicable extended general conditions, no payment for delay damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided Contractor has otherwise satisfied the requirements of the Contract Documents, Contractor shall be entitled to an increase in the Contract Sum based upon approved general conditions, insurance, and bond premium costs (if any) resulting from delays for which the Owner has approved by Change Order or construction change directive approving an extension of time for performance.

§ 8.3.1.1 Contractor acknowledges, by its execution and acceptance of a Change Order, that the adjustments in the Contract Time and Contract Sum shown thereon constitute full and complete compensation and satisfaction for all Work performed through the date of the Change Order, including the Work performed and/or contemplated to be performed under the Change Order, and that the adjusted Contract Time shown thereon is an accurate representation of the Contract Time.

§ 8.3.1.2 The Contractor is only entitled to consideration of an extension of time to the extent that it affects the critical path, and proper notice is provided by the Contractor. In such cases, the Contractor shall demonstrate that the alleged excusable delay affected the critical path of the Project Schedule as amended.

§ 8.3.2 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner and/or Architect, or of an employee of either, or of a separate contractor employed by the Owner (to which written notice (inclusive of the estimated costs plus (a) Nature of the delay or change in the Work; (b) Dates of commencement/cessation of the delay or change in the Work; (c) Activities on the current Construction Schedule affected by the delay or change in the Work; (d) Identification and demonstration that the delay or change in Work impacts the Critical Path; (e) Recommended action to minimize the delay; and (f) demonstration that the delay is non-concurrent) has been delivered and a reasonable time to cure has been given as provided below); or by changes ordered in the Work, then such time period corresponding to such delay shall be added to the Contract Time for such reasonable time as the Architect may determine

§ 8.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.4 Except as may otherwise be expressly provided in the Contract Documents, extensions of time shall be the Contractor's sole remedy for any delay, unless the delay shall have been caused by acts constituting intentional interference by Owner with the Contractor's performance of the Work, and then, only to the extent that such acts continue after the Contractor has provide written notice to Owner of such interference. The Owner's reasonable exercise of any rights or remedies under the Contract Documents, shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work.

§ 8.3.5 Any delays incurred by the Contractor that are due to intentional willful acts, bad faith efforts to delay or the gross negligence of the Owner will afford compensation to the Contractor in the amount of the costs actually incurred by the Contractor, provided written notice of such delay has been provided to Owner within ten (10) days after Contractor becomes aware of any such delay.

§ 8.3.6 Notwithstanding any other provision of the Contract Documents, to the extent the Work is delayed due to the fault or neglect of the Contractor, but there is a concurrent delay attributable to the Owner, the Contractor shall not be entitled to a Change Order for additional costs on account thereof, but shall only be entitled to a Change Order extending the time for Substantial Completion of the Work and the Final Completion Date.

§ 8.3.7 Contractor shall include in the Project Schedule an adequate number of days to compensate for customary adverse weather conditions.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.1.3 Notwithstanding anything to the contrary in the Contract Documents, if the Contractor fails to perform any of its duties or obligations under this Contract or otherwise is in default under any of the Contract Documents, Owner may withhold or offset against any payment to the Contractor an amount sufficient, in the reasonable judgement of the Owner, to cure any such default or failure to perform by the Contractor. If the Contractor disputes Owner's determination, it shall nevertheless expeditiously continue to prosecute the Work.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least thirty days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Contractor's right to payment that the Owner or Architect reasonably require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications shall include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Material stored on the job site shall be verified as to quantity and condition by the Contractor, prior to acceptance. Safeguarding the material shall be the responsibility of the Contractor. Any materials that are lost, stolen, or damaged shall be replaced at no cost to the City of Palm Beach Gardens and/or Owner if not covered by the Owner's Builders Risk policy. If a claim is filed against Owner's Builders Risk Policy in accordance with the foregoing, and the applicable loss is caused by the negligence, willful misconduct and/or breach under this Agreement by Contractor and/or a party for whom Contractor is legally responsible, Contractor shall be liable to Owner for the deductible cost related to such claim against Owner's Builders Risk Policy. Materials stored off the job site shall be stored in a bonded warehouse. Safeguarding the material shall be the responsibility of the Contractor. The Contractor shall also comply with the following specific requirements with respect to materials stored off site and included in an Application for Payment:

- .1 With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.
- .2 The consent of any surety shall be obtained to the extent required prior to payment by the Owner for any materials stored off the Project site.
- .3 Representatives of the Owner shall have the right to make inspections of the storage areas at any time.
- .4 Such materials shall be (1) protected from diversion, destruction, theft, and damage to the satisfaction of the Owner, (2) specifically marked for use on the Project, and (3) segregated from other materials at the storage facility.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Contemporaneously with the submission of each Application for Payment, and as a condition precedent to any payment, beginning with the second Application for Payment, the Contractor shall furnish the following to the Owner:

- (a) A current Sworn Statement from the Contractor and Subcontractors utilizing second tier subcontractors, setting forth all Subcontractors and any material suppliers with whom the Contractor, or Subcontractor where appropriate, has subcontracted, the amount of each such subcontract, the amount requested for any

Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed Conditional Waiver and Release on Progress Payment from the Contractor (“Contractor’s Conditional Waiver”), and each Subcontractors, material suppliers, and where appropriate, lower tier subcontractors (“Subcontractor’s Conditional Waiver”, together with the Contractor’s Conditional Waiver, the “Conditional Waivers”) establishing waiver of lien rights upon receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment. The form of such waivers shall be subject to the Owner’s approval.

- (b) With the Application for Final Payment submitted by Contractor, or any Application for Payment which includes the Final Payment of any Subcontractors, material suppliers, and where appropriate, lower tier subcontractors, such Application for Payment shall include a current, duly executed Conditional Waiver and Release on Final Payment from the Contractor (“Contractor’s Conditional Waiver on Final Payment”), and all Subcontractors, material suppliers, and where appropriate, lower tier subcontractors (“Subcontractor’s Conditional Waiver on Final Payment”, together with the Contractor’s Conditional Waiver on Final Payment, the “Conditional Waivers on Final Payment”) establishing final waiver of lien rights upon receipt of payment or satisfaction of the payment requested by the Contractor in the Application for Final Payment; provided, however, the Contractor shall not be required to furnish the Owner a final release executed by any subcontractor or supplier who has filed a lien claim if the Contractor has bonded around the lien claim as provided by the Contract Documents. The form of such waivers shall be subject to the Owner’s approval.

§ 9.3.5 If any materialman's, mechanic's or other similar lien or claim is filed by any Subcontractor, supplier or laborer (herein called a "Lien Claim"), and if the Contractor does not within ten (10) days after notice from the Owner of such filing cause such Lien Claim to be released and discharged or provide evidence satisfactory to Owner and the lender that the payment bond, if applicable, covers such Lien Claim, the Owner shall have the right to pay all sums necessary to obtain such release and discharge and deduct all amounts so paid from amounts due or to become due to the Contractor hereunder and offset the amounts so paid against the amounts owing to the Contractor under the next succeeding Applications for Payment until the total amount of the same shall be recouped by the Owner. **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND THE PROPERTY FROM ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTIONS OR SUITS OF WHATEVER NATURE ARISING OUT OF OR INCURRED IN CONNECTION WITH ANY SUCH LIEN CLAIM, UNLESS SUCH LIEN CLAIM SHALL HAVE ARISEN SOLELY ON ACCOUNT OF THE OWNER'S FAILURE TO PAY SUMS WHICH ARE DUE AND OWING TO THE CONTRACTOR UNDER THE TERMS OF THE CONTRACT DOCUMENTS.**

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; after such certificate is approved by the Owner; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect’s reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data in the Application for Payment, that to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to

payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed, unless security reasonably acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to provide the required documents as specifically set forth in Section 9.5 herein, for a payment request for the requested period; or
- .9 failure to obtain necessary permits or licenses as required of Contractor or to comply with the applicable regulatory authorities, excluding the failure to obtain permits due to the fault or neglect of the Owner.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1 while any of the above Claims remain unresolved.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents (and subject to the terms thereof), and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety or cash bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Owner does not pay the Contractor, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment that has been approved by the Owner, or if the Owner does not pay the Contractor by the date established in the Contract Documents, or the amount awarded by binding good faith dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, no sum shall be added as a result of a dispute between Owner and Contractor; provided, however, if such dispute is resolved in Contractor's favor, the Contract Sum shall be increased as provided in the immediately preceding sentence.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with and subject to the terms and provisions of the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Contractor shall notify Owner and Architect in writing at least fifteen (15) days prior to the date that Contractor anticipates that Contractor shall achieve Substantial Completion and Owner and Architect shall arrange promptly to inspect the Work, but in no event shall such inspection by Owner and Architect occur later than fifteen (15) days after the anticipated date of Substantial Completion identified by Contractor in Contractor's notice to Owner and Architect provided for herein. At the time of Owner's and Architect's inspection, Contractor shall demonstrate to Owner's and Architect's reasonable satisfaction the Substantial Completion of all of the Work. Owner shall deliver to Contractor a written punch list of all incomplete or faulty items of construction or mechanical installation, and any necessary mechanical adjustments and finish work needed to bring the Work into the condition required hereunder within thirty (30) days of the inspection by Owner and Architect. Time line is dependent on the availability of materials.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification

by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Upon Substantial Completion, Contractor shall assign to Owner all warranties from Subcontractors, suppliers, equipment suppliers, and materialmen and all other applicable parties involved with the Project.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents or establish the date of Substantial Completion.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be promptly made upon receipt of final payment from Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after

final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties as required in the Contract Documents, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or by law, and (7) a final unconditional waiver and release in exchange for payment and a final waiver from Subcontractors conditioned upon payment of the corresponding funds and other items required in the Contract Documents with respect to Final Completion and Substantial Completion. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all reasonable payments that the Owner has made in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment;
- .5 latent defects;
- .6 Contractor's warranty obligations, including to repair or correct any Work or materials that prove defective as a result of faulty materials, equipment or workmanship;
- .7 insurance and indemnity obligations required by the Contract Documents; or
- .8 failure of Contractor to complete the Work or perform the Work in accordance with the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 APPROVAL OF OWNER. Notwithstanding anything in this Article 9 or the Contract Documents to the contrary, (i) any Schedule of Values submitted to Architect shall require Owner's approval, (ii) any Certificates for Payment (including the final Certificate for Payment) issued by the Architect shall not be binding on the Owner unless approved by the Owner in all respects, and (iii) the determination of Substantial Completion of the Work, any list of items to be completed or corrected and any inspections related thereto shall be subject to Owner's approval, joinder or concurrence, as applicable, prior to the same being effective as to Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract, but nothing herein shall relieve Subcontractors of their responsibilities for the safety of persons or property, or their compliance with applicable laws in the performance of their work. Contractor shall develop a safety program applicable to the jobsite and to the Work to be done, review such program with Owner in advance of beginning the Work, and enforce such program at all times. Further, Contractor shall comply with all applicable laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor employees. Contractor shall have complete responsibility for protecting the safety and health of its employees and subcontractors.

Contractor shall notify Owner immediately, by telephone with prompt confirmation in writing, of injuries and fatalities that occur on the work site in connection with any Work being performed under the Agreement and shall provide Owner with such reports of injuries and fatalities as Owner shall deem necessary, including but not limited to copies of all reports and other documents filed or provided to Contractor's insurers, the Occupational Health and Safety Administration, and the State of Florida in connection with such injuries or fatalities.

Nothing contained in this Section shall, however, be interpreted as altering the legal duty of Owner to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor.

§ 10.1.1 Contractor's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work. Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work. Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988).

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1** employees on the Work and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, to the extent any bear on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall maintain suitable and sufficient guards and barriers, and at night, suitable and sufficient lighting for the prevention of accidents and thefts.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter, including but not limited to any witness statements or written reports. In addition, if death, serious personal injuries, or serious property damages are caused, the incident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable actual and verifiable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the

Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 To the extent not caused by the negligent acts, willful misconduct, errors or omissions of the Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall indemnify and hold harmless the Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against all claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution process arising out of or relating to the performance of the Work in any area affected by hazardous materials or substances. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, material supplier, or any entity for whom any of them are responsible. The Contractor shall not use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS; INDEMNIFICATION

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner and the City of Palm Beach Gardens shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. However, nothing in this Article nor any other portion of this document shall require Contractor to purchase or provide professional liability insurance (or any other insurance relating to or concerning professional liability or malpractice) to the Architect or the Architect's consultants.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, if such perils are insured in whole or in part by property insurance required by the Agreement or other property insurance applicable to the Project or the completed Project or structure, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15.

§ 11.6 Indemnification.

§ 11.6.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers, and employees (together "Owner Indemnities") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts, recklessness, intentionally wrongful conduct, or negligent omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 11.6. Notwithstanding anything to the contrary herein, the Contractor shall not be required to indemnify or hold harmless any Owner Indemnitees for an Owner Indemnitee's own negligence, recklessness, or intentionally wrongful conduct, in whole or in part.

§ 11.6.2 In claims against any person or entity indemnified under this Section 11 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 11.6.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The indemnification provided above shall obligate the Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceedings, or to provide such defense, at the City of Palm Beach Gardens' Attorney's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities of Contractor outlined in the Contract Documents, whether performed by the Contractor, its subcontractors, its consultants, or anyone directly or indirectly employed by the Contractor.

§ 11.6.3 THE COVERAGE OF ANY INSURANCE POLICY REQUIRED HEREIN OR ACTUALLY CARRIED BY THE CONTRACTOR SHALL NOT LIMIT THE EXTENT OF THE CONTRACTOR'S LIABILITY UNDER THE FOREGOING INDEMNITY. THE CONTRACTOR'S INSURANCE REQUIRED HEREIN SHALL AT ALL TIMES BE CONSIDERED PRIMARY AND MUST BE EXHAUSTED BEFORE THE OWNER'S POLICY PROVIDES COVERAGE, EXCEPT AS OTHERWISE PROHIBITED BY LAW. THE INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 3.18 ARE INDEPENDENT FROM CONTRACTOR'S INSURANCE OBLIGATIONS HEREUNDER AND SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

§ 11.6.4 THE OBLIGATIONS UNDER THIS SECTION 11.6 SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 11.6, OR TO OTHER CONTRACTUAL RIGHTS SET FORTH IN THE CONTRACT DOCUMENTS.

§ 11.6.5 IT IS THE INTENT OF THE PARTIES HERETO TO NOT VIOLATE THE PROVISIONS OF FLORIDA STATUTE §725.06 AND IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 11.6, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATIONS AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISIONS INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

§ 11.6.6 Contractor shall include in all subcontracts provisions by which each Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and the agents and employees of any of them from and against Claims arising out of, in connection with, or resulting from performance of the Work or Subcontractor's obligations under the Contract Documents to the same extent and in the same manner as Contractor is liable to Owner pursuant to §11.6.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner and failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Except in emergency situations, Owner agrees to provide Contractor with notice of and an opportunity to correct any defective work which is the responsibility of Contractor before incurring any costs in connection therewith.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work and to make a claim for breach of warranty, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 All or a portion of the rights to enforce warranties, guarantees, or other post-Final Completion obligations of the Contractor to correct, repair or replace may be assigned by the Owner to subsequent purchasers of the Project. The foregoing is subject to the limitations set forth in Section 13.6.

§ 12.2.6 The corrective remedies set forth in this Section 12.2 are not exclusive and shall not deprive the Owner of any action, right or remedy otherwise available to it for breach of any of the provisions of the Contract Documents.

§ 12.2.7 If, prior to the date of Final Completion by the Contractor, its Subcontractor, or anyone for whom either is legally responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition, at no expense to the Owner.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and/or Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne solely by the Contractor.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and the Owner.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. No interest shall be due on retainage or other amounts properly retained by the Owner.

§ 13.6 PROTECTION OF UNFINISHED WORK

Contractor shall protect and prevent damage to all unfinished phases of the Work, including but not limited to, protection thereof from damage by the elements, theft or vandalism.

§ 13.7 NO WAIVER

No inspection performed or failed to be performed by Owner hereunder shall be a waiver of any of Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof with respect to defects not observed by Owner during such inspection.

§ 13.8 SUBCONTRACTORS BOUND

Any specific requirement in this Agreement that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.9 SEVERABILITY

If any provision of the Contract Documents shall, for any reason, be held violative of any applicable law, and so much of the Contract Documents is held to be unenforceable, then the validity of such specific provision herein shall not be held to invalidate any other provision herein, all of which other provisions shall remain in full force and effect to the maximum extent permitted by applicable law.

§ 13.10 NO THIRD-PARTY RIGHTS

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto, except as otherwise expressly provided herein.

§ 13.11 NO OWNER CONTROL

Owner shall not be responsible for, and will not have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Owner shall not be responsible for or have control or charge over the acts or omissions of Contractor, Contractor's Subcontractors or any of their agents, or employees or any other persons performing any of the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect or Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents, subject to Owner's right to refuse to make payment on any Certificate of Payment in Section 9.6.1; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract upon ten days' written notice to Owner if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including Contractor's Fee earned to the date of termination, and for proven actual costs for demobilization with respect to materials, equipment, tools, and machinery, as well as the applicable Termination Fee.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers; Notwithstanding a dispute between the contractor and subcontractor/supplier due to performance.
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents and fails to commence and diligently and continuously prosecute the cure of such breach within a reasonable

- time after notice of breach from Owner, but in no event shall the cure period be less than ten (10) days after receipt of default notice from Owner;
- .5 fails, without Contractor's reasonable efforts to propose cure within 14 days, to meet the Contract Schedule so as to endanger timely performance of the critical path activities;
 - .6 assigns the Agreement or any part thereof without the Owner's prior written consent;
 - .7 shall become insolvent or unable to meet its payroll or other current obligations; or

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, fourteen days' notice to cure, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, at its sole option, by written notice to the Contractor suspend at any time the performance of all or any portion of the Work to be performed under the Contract Documents. Upon such suspension of the Work, the Contractor shall permit the Owner to designate the amount and type of plant, labor, and equipment to remain on the Project site. During the period of suspension, the Contractor shall use its best efforts to minimize costs associated with the suspension.

§ 14.3.2 Upon receipt of such notice, the Contractor shall, unless the notice required otherwise:

- .1 Immediately discontinue Work on the date and to the extent specified in the notice;
- .2 Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
- .3 Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Owner of all orders, subcontracts, and rental agreements to the extent that they relate to performance of Work suspended; and
- .4 Unless otherwise specifically stated in the notice, continue to protect and maintain the Project site, including those portions on which Work has been suspended; at no additional cost to contractor.

§ 14.3.3 If the performance of all or any part of the Work is, for a period exceeding five (5) days in duration, suspended pursuant to a written notice of suspension as provided in Subparagraph 14.3.1, an adjustment shall be made for any reasonable increase in the cost of performance of the Agreement (excluding profit) necessarily caused by such written notice of suspension, and the Agreement modified in writing accordingly. However, no adjustment shall be made under this Subparagraph for any suspension, delay, or interruption to the extent:

- .1 that for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

§ 14.3.4 No claim under Section 14.3 shall be allowed unless the claim, including an amount stated, is asserted in writing within ninety (90) days after the termination of such suspension.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the Termination Fee, as set forth in the Agreement. However, Contractor's total recovery shall not exceed the unpaid balance of the Contract Sum as modified by Change Orders or Claims.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.2.1 Latent Defects

Florida Statute § 95.11(3)(b) will be deemed to have commenced upon final completion of the Work, shall govern with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents and which would not be visible or apparent upon conducting a reasonable investigation.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is

not required for Claims relating to an emergency endangering life or property arising under Section 10.4. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Agreement by the Owner, (6) Owner's suspension or (7) other reasonable grounds, such Claims shall be filed in accordance with the procedure established herein.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work to the extent then reasonably determinable. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.2.1 The term "Adverse Weather" means weather that results in Contractor being unable to perform any Work on the critical path for more than four hours in a day, as a result of:

§ 15.1.6.2.1.1 Precipitation (rain, snow, or ice) exceeding .5 inches,

§ 15.1.6.2.1.2 Project site temperatures falling below manufacturer's required minimum allowable temperatures for certain building materials (i.e. concrete, mortar, grout, sealants, or similar products dependent upon a specific range of ambient temperature for proper application) when such materials are a part of critical path activities,

§ 15.1.6.2.1.3 Wind speeds exceeding those permissible for the use of equipment which are affected by wind speeds (cranes, hoists, lifts, etc.) when such equipment is needed for critical path activities.

§ 15.1.6.2.2 The Contractor acknowledges that it has included in the durations of the baseline construction schedule, and the Contract Time, the specified number of calendar days for Adverse Weather for the months indicated below, which constitute the average of the last five (5) years of weather recorded for the City of Palm Beach Gardens, Florida.

Month	Calendar Days
January	2
February	2
March	2
April	2
May	4
June	5
July	6
August	6
September	6
October	4
November	2
December	2

§ 15.1.6.2.3 The Contractor is entitled to an extension of time when the number of Adverse Weather Days in a particular month exceeds the number of days identified in the chart in Section 15.1.6.2.2.

§ 15.1.6.2.4 Actual, potential, or possible delays due to adverse weather shall be reconciled by the Owner and Contractor on a monthly basis, within 10 business days of the conclusion of a month. After that point, claims for delay for Adverse Weather shall be considered waived, null and void.

§ 15.1.6.2.5 Saturdays shall be used as adverse weather make up days for one (1) Adverse Weather delay day per week. For additional Adverse Weather delays beyond one (1) day per week, up to the total of days stated above, the extension will be evaluated as noted in this section.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Resolution of Claims and Disputes

§ 15.2.1 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.2 If a Claim relates to or is the subject of a mechanic's lien or bond, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien or bond notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with current Construction Industry Arbitration Rules. The Arbitration shall be conducted in the place where the Project is

located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.5 Any course of dealing which appears to change any provision of the Contract Documents is deemed to have been entered into with the full knowledge, understanding, and agreement that such course of conduct shall not waive or change any provision of the Contract Documents. The terms and provisions of the Contract Documents may be altered only by written agreement executed by the parties.



1401 Beulah Rd
Suite 124
Orlando, FL
34787

FL License
CGC1521064

T 407-578-1449

February 26, 2025

Mr. Jeff Campol
Campol Consulting Group

Ref.: Palm Beach Gardens Iceplex – CD Estimate

Dear Jeff,

Clancy & Theys Construction Company is excited to present Campol Consulting Group with our CD Estimate for the Palm Beach Gardens Iceplex project.

Please see the attached estimate, assumptions & clarifications, and document log for your review.

If you have any questions or require further information, please feel free to contact me directly.

Sincerely,

Chad Monroe

Clancy & Theys Construction Company
Chad Monroe
Director of Preconstruction

We do the right thing for our clients, colleagues and communities with a legacy built on:

Safety | Stewardship | Passion | Collaboration

Description	Quantity	Total Amount
010000 GENERAL CONDITIONS		
010002 Project Management		420,000
010003 Assistant Project Manager		252,000
010004 Project Administration		39,200
011000 Scheduler		40,600
011510 Construction Progress Documentation		33,200
011511 Temporary Electrical		13,000
011515 Temporary Water		2,600
011516 Sanitary Facilities		34,400
011560 Document Reproduction, Postage & Shipping		8,810
011572 Safety		58,338
011580 Project Identification		3,989
011590 Field Office		100,088
011591 Storage Facility		7,000
011593 Temporary Telecommunications		11,500
011610 Travel and Living Expenses		73,500
011720 Project Supervision		364,000
011750 Assistant Superintendent		201,600
011800 Consumables		16,264
GENERAL CONDITIONS		1,680,089
17,976.00 Labor hours		
16.00 Equipment hours		
1801.000 GENERAL REQUIREMENTS		
1801.001 Temporary Utilities		44,000
1801.005 Temporary Barriers and Enclosures		49,585
1805.000 Temporary Controls		40,000
1810.000 Field Engineering		34,200
GENERAL REQUIREMENTS		167,785
380.00 Labor hours		
2000.000 SITE WORK		
2120.000 Selective Site Demolition		118,548
2150.000 Earthwork		3,076,500
2150.600 Temporary Roads		32,500
2153.000 Temporary Erosion and Sediment Control		10,400
2185.000 Site Excavation		

Description	Quantity	Total	
			Amount
2190.000 Site Fill			
2280.000 Soil Treatment			10,860
2500.000 Storm Drainage			3,750
2505.000 Reclaimed Water			
2510.000 Domestic Water			
2515.000 Fire Water System			
2525.000 Sanitary Sewer			
2600.000 Asphalt Paving			
2620.000 Curbs and Gutters			
2625.000 Pavement Markings			
2640.000 Parking Specialties			
2705.000 Concrete Sidewalks			
2800.000 Planting			778,178
2850.000 Planting Irrigation			
2880.000 Sod			
2998.000 Offsite Work			
SITE WORK			4,030,736

8.286 ac

3000.000 CONCRETE			
3300.000 Wall Footings			
3302.000 Spread Footings			
3405.000 Elevator Pit Walls and Foundation			
3410.000 Concrete Piers			
3460.000 Concrete Filled Stairs & Landings			
3470.200 Precast Structural Concrete			5,458,605
3500.000 Concrete Slabs			1,425,346
3510.000 Precast Concrete Hollow Core Planks Topping			
3665.000 Miscellaneous Concrete			4,000
CONCRETE			6,887,951

4000.000 MASONRY			
4152.000 Masonry	34,488.00 ea		635,000
4214.000 Stone Masonry Veneer			294,450

Description	Quantity	Total	
			Amount
MASONRY			929,450
5000.000	METALS		
5100.000 Structural Steel			2,604,754
5210.010 Steel Joist Framing			
5310.000 Steel Decking			
5500.000 Metal Stairs			
5510.000 Decorative Metal Railings			235,250
5510.010 Metal Ladders			9,000
5840.000 Bollards			3,354
METALS			2,852,358
6000.000	WOOD, PLASTICS, AND COMPOSITES		
6060.000 Miscellaneous Rough Carpentry			31,890
6800.000 Finish Carpentry			210,200
WOOD, PLASTICS, AND COMPOSITES			242,090
7000.000	THERMAL AND MOISTURE PROTECTION		
7100.000 Dampproofing and Waterproofing			194,198
7200.000 Thermal Insulation			187,911
7410.000 Metal Composite Material Wall Panels			967,260
7520.000 Thermoplastic Membrane Roofing			1,950,000
7600.000 Roof Specialties			33,600
7700.000 Roof Accessories			
7840.000 Firestopping			8,160
7900.000 Joint Sealants			87,348
THERMAL AND MOISTURE PROTECTION			3,428,477
12,433.30	Labor hours		
8000.000	OPENINGS		
8100.000 Metal Frames			53,500
8110.000 Metal Doors			76,250

Description	Quantity	Total Amount
8200.000 Wood Doors		57,500
8300.000 Coiling Counter Doors		20,000
8310.000 Overhead Coiling Doors		70,000
8400.000 Entrances		154,450
8410.000 Aluminum-Framed Storefronts		241,100
8620.000 Glazed Aluminum Curtain Walls		601,250
8650.000 Metal-Framed Skylights		26,000
8700.000 Hardware		69,500
8800.000 Glazing		5,088
OPENINGS		1,374,638
9000.000 FINISHES		
9200.000 Cement Stucco		136,875
9250.000 Gypsum Board Assemblies		1,295,768
9300.000 Tiling		104,950
9500.000 Acoustical Ceilings		1,066,980
9530.000 Fiberglass Reinforced Paneling		6,864
9650.000 Flooring		413,556
9710.000 Fluid-Applied Flooring		91,170
9900.000 Painting and Coating		470,803
9981.000 Cleaning and Waste Management		257,223
9990.000 Quality Assurance		46,400
9991.000 Strength and Conditioning Finishes	6,015.00 gsf	276,275
9992.000 Restaurant Finishes	5,650.00 sf	615,216
9993.000 Office Suite Finishes	1,260.00 gsf	43,060
9994.000 Academy Finishes	1,820.00 gsf	48,930
9995.000 Coaches Review Room Finishes	960.00 sf	41,040
FINISHES		4,915,109
2,880.00 Labor hours		
10000.000 SPECIALTIES		
10000.010 Signage		50,000
10155.000 Toilet Compartments		23,750
10200.000 Louvers		113,250
10260.010 Wall and Door Protection		21,350
10300.000 Toilet, Bath, and Laundry Accessories		51,850
10410.010 Emergency Key Cabinets		2,000
10500.010 Manufactured Fireplaces		10,000
10505.000 Fire Protection Specialties		10,500

Description	Quantity	Total	
			Amount
10522.000 Lockers			222,575
10650.000 Folding Panel Partitions			30,000
SPECIALTIES			535,275
4,471.703 Labor hours			
12000.000 FURNISHINGS			
12550.000 Window Treatment			91,805
12900.000 Fixed Audience Seating			176,375
12985.000 Bicycle Racks			4,500
FURNISHINGS			272,680
13000.000 SPECIAL CONSTRUCTION			
13425.000 Ice Rinks			4,235,000
SPECIAL CONSTRUCTION			4,235,000
14000.000 CONVEYING SYSTEMS			
14200.000 Elevators			107,000
CONVEYING SYSTEMS			107,000
15000.000 MECHANICAL			
15300.010 Fire Suppression			369,669
15400.000 Plumbing Systems			2,405,210
15700.000 Heating, Ventilating, and Air-Conditioning (HVAC)			3,623,136
MECHANICAL			6,398,015
520.00 Labor hours			
16000.000 ELECTRICAL			
16000.010 Electrical			2,675,388
16120.000 Site Lighting			25,000
16700.000 Communications			
16810.000 Electronic Safety and Security			



Description	Quantity	Total
		Amount
<i>ELECTRICAL</i>		<hr/> <i>2,700,388</i>

Estimate Totals

Description	Amount	Totals	Rate
Labor	1,566,020		
Material	52,323		
Subcontract	38,758,798		
Equipment	8,000		
Other	371,900		
	40,757,041	40,757,041	
Preconstruction Fee	138,100		
Excess Liability Insurance	397,583		0.900 %
Builders Risk - By Owner			
SDI Insurance	407,536		1.000 %
Performance & Payment Bond	230,170		
Technology Fees	125,791		0.300 %
	1,299,180	42,056,221	
Contractor's Fee	1,682,249		4.000 %
	1,682,249	43,738,470	
Construction Contingency	437,385		1.000 %
	437,385	44,175,855	
Total		44,175,855	



Palm Beach Gardens Iceplex

Palm Beach, FL

Permit Set

Assumptions & Clarifications

February 26, 2025

To the extent of any conflict, this list of allowances, alternates, clarifications, qualifications, inclusions, exclusions and assumptions supersede all plans, specifications, emails, and other written or verbal communication pertaining to this Scope of Work.

Allowances

The following allowances are labor and material allowances unless otherwise stated:

Temporary Security	\$40,000
Strength and Conditioning Tenant Improvement	\$276,275
Restaurant Finishes Tenant Improvement	\$615,216
Office Suite Finishes Tenant Improvement	\$43,060
Academy Finishes Tenant Improvement	\$48,930
Coaches Review Room Finishes Tenant Improvement	\$41,040
Dimensional Letter Signage	\$25,000
Monument Signage	\$25,000
Manufactured Fireplace	\$10,000
Ice Rink Refrigeration System	\$3,752,100
Lightning Protection	\$97,188
Landscape Lighting	\$25,000

General Qualifications

Inclusions

1. 16-month total construction duration
2. 1% construction contingency
3. Subcontractor Default Insurance

Exclusions

1. Testing and inspecting services
2. Testing laboratory services
3. Code-required special inspections and procedures

4. Impact fees, including but not limited to the following:
 - A. Sewer
 - B. Storm Water Discharge
 - C. Environmental Impact
 - D. Transportation Development
5. Builder's risk insurance
6. Building envelope consultant
7. Building permit fees
8. Plan review fees
9. Hazardous material assessment or abatement
10. Art in Public Places
11. Utility service connection and installation fees
12. Permanent electrical service charges
13. An allowance of \$40,000 for temporary security
14. Cost escalation
15. Import tariffs
16. Furniture, fixtures, and equipment not permanently affixed

034100 – Precast Structural Concrete

Inclusions

1. Exterior; sandblast finish
2. Interior; standard float finish
3. An allowance of \$230/cy for mix design GPK #3645
4. Polyisocyanurate (polyiso) insulation at precast sandwich panel

Division 06 – Wood, Plastics, and Composites

068316 – Fiberglass Reinforced Paneling

Inclusions

1. (250) sf of decorative panel at an installed cost of \$50.00/sf

Division 07 – Thermal and Moisture Protection

072100 – Thermal Insulation

Exclusions

1. Board insulation at perimeter foundation wall

074200 – Wall Panels

Inclusions

1. (5,358) sf of phenolic resin composite wall panels at an installed cost of \$120/sf

Division 09 – Finishes

090000 – Tenant Improvement Allowances

Inclusions

1. An allowance of \$276,275 for strength and conditioning tenant improvements including gypsum board, tiling, acoustical ceilings, synthetic turf flooring, resilient athletic flooring, specialties, fire suppression, plumbing, HVAC and electrical
2. An allowance of \$615,216 for restaurant tenant improvements including architectural wood casework, fiberglass reinforced plastic panels, aluminum-framed storefront, gypsum board, acoustical ceilings, polished concrete, high performance flooring, countertops, fire suppression, plumbing, HVAC, and electrical
3. An allowance of \$43,060 for office suite tenant improvements including gypsum board, acoustical ceilings, carpet tile, fire suppression, HVAC, and electrical
4. An allowance of \$48,930 for academy tenant improvements including acoustical ceilings, carpet tile, fire suppression, HVAC, and electrical
5. An allowance of \$41,040 for coaches review room tenant improvements including architectural wood casework, acoustical ceilings, flooring, plumbing, fire suppression, HVAC, and electrical

096566 – Resilient Athletic Flooring

Inclusions

1. (7,368) SF of RAF-1 at an installed cost of \$16.00/sf
2. (3,781) SF of RAF-2 at an installed cost of \$16.00/sf
3. (25,066) SF of RAF-3 at an installed cost of \$8.00/sf

Division 10 – Specialties

101100 – Visual Display Units

Exclusions

1. Chalkboards
2. Porcelain enamel steel markerboards
3. Tackboards

101400 – Signage

Inclusions

1. An allowance of \$25,000 for dimensional letter signage
2. An allowance of \$25,000 for monument signage

Exclusions

1. Panel signage

103100 – Manufactured Fireplaces

Inclusions

1. An allowance of \$10,000 for (1) ea. manufactured fireplace

105100 – Lockers

Inclusions

1. (60) ea. wood lockers at an installed cost of \$1,750/ea.
2. Wall mounted benching
3. Hooks with shelving
4. (13) ea. stick racks at an installed cost of \$1,000/ea.
5. (16) ea. metal lockers at an installed cost of \$250/ea.

Division 11 – Equipment

112000 – Commercial Equipment

Exclusions

1. Retail and service equipment
2. Office equipment

114000 – Foodservice Equipment

Exclusions

1. Foodservice storage equipment
2. Food preparation equipment
3. Food cooking equipment
4. Foodservice cleaning and disposal equipment

116000 – Entertainment and Recreation Equipment

Exclusions



1. Exercise equipment
2. Interior scoreboards

Division 12 – Furnishings

122000 – Window Treatments

Inclusions

1. An allowance of \$91,805 for (2,623) SF of window treatments

Division 13 – Special Construction

131812 – Ice Rink Refrigeration System

Inclusions

1. An allowance of \$3,752,100 for (1) ea. ice rink refrigeration system

131816 – Ice Rink Dasher Board Systems and Accessories

Inclusions

1. Forum Pro 800A dasher board system by Welmar Recreational Products

Division 14 – Conveying Equipment

142100 – Electric Traction Elevators

Inclusions

1. (1) ea. 3300 MRL, 3500 lbs. capacity, 150 fpm, 2-stop, electric traction elevator by Schindler Elevator Corporation

Division 22 – Plumbing

221000 – Plumbing

Inclusions

1. Type "L" hard drawn copper pipe and fittings for domestic hot and cold water system
2. Schedule 40 PVC plastic pipe and fittings for drain, waste, and vent piping system
3. Schedule 40 PVC plastic pipe and fittings for roof drainage system



Division 26 – Electrical

260000 – Electrical

Inclusions

1. Installation of up to (100) LF of FPL furnished (2) 5” PVC primary conduit from point of service to new pad mounted transformer
2. (50) LF of secondary service feeders from power utility transformer to CT metering cabinet
3. An allowance of \$97,188 for lightning protection systems
4. An allowance of \$25,000 for landscape lighting
5. Low voltage raceway system for communications and security systems

Division 27 – Communications

271000 – Structured Cabling

Exclusions

1. Communications cabinets, racks, frames, and enclosures
2. Communications cable management and ladder rack
3. Communications backbone cabling
4. Communications horizontal cabling
5. Communications connecting cords, devices, and adapters

272000 – Data Communications

Exclusions

1. Data communications network equipment

274000 – Audio-Video Communications

Exclusions

1. Audio-video systems

275300 – Distributed Systems

Exclusions

1. Internal cellular, paging, and antenna systems

Division 28 – Electronic Safety and Security



280000 – Electronic Safety and Security

Exclusions

1. Access control
2. Video surveillance
3. Security detection, alarm, and monitoring

Division 31 – Earthwork

312000 – Earth Moving

Inclusions

1. Stockpile and onsite reuse of ice rink floor system excavation spoils

Division 32 – Exterior Improvements

323300 – Site Furnishings

Inclusions

1. (8) ea. site bicycle racks at an installed cost of \$500/ea.

Exclusions

1. Site trash and litter receptacles
2. Site manufactured planters
3. Site seating and tables

Division 33 – Utilities

330000 – Utilities

Exclusions

1. Cleaning or upgrading existing stormwater piping and structures

End of Assumptions & Clarifications

DOCUMENT LOG		
PROJECT MANUAL		
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	DATE
00 0101	Project Title Page	1/02/25
00 0105	Certifications Page	1/02/25
00 0110	Table of Contents	1/02/25
00 2600	Procurement Substitution Procedure	1/02/25
00 3100	Available Project Information	1/02/25
DIVISION 01	GENERAL REQUIREMENTS	DATE
01 2500	Substitution Procedures	1/02/25
01 3000	Administrative Requirements	1/02/25
01 3329	Sustainable Design Reporting	1/02/25
01 4000	Quality Requirements	1/02/25
01 4533	Code-Required Special Inspections	1/02/25
01 6000	Product Requirements	1/02/25
01 6116	Volatile Organic Compound (VOC) Content Restrictions	1/02/25
01 7000	Execution and Closeout Requirements	1/02/25
01 7419	Construction Waste Management and Disposal	1/02/25
01 7800	Closeout Submittals	1/02/25
DIVISION 02	EXISTING CONDITIONS	DATE
02 4100	Demolition	1/02/25
DIVISION 03	CONCRETE	DATE
03 2000	Concrete Reinforcing	1/02/25
03 3000	Cast-in-Place Concrete	1/02/25
03 4100	Precast Structural Concrete	1/02/25
03 4113	Precast Concrete Hollow Core Planks	1/02/25
03 4500	Precast Architectural Concrete	1/02/25
DIVISION 04	MASONRY	DATE
04 2000	Unit Masonry	1/02/25
DIVISION 05	METALS	DATE
05 1200	Structural Steel Framing	1/02/25
05 2100	Steel Joist Framing	1/02/25
05 3100	Steel Decking	1/02/25
05 4000	Cold-Formed Metal Framing	1/02/25
05 5000	Metal Fabrications	1/02/25
05 5100	Metal Stairs	1/02/25
05 5133	Metal Ladders	1/02/25
05 7311	Decorative Metal and Glazed Metal Railings	1/02/25
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES	DATE
06 1000	Rough Carpentry	1/02/25
06 2000	Finish Carpentry	1/02/25
06 4100	Architectural Wood Casework	1/02/25
06 8316	Fiberglass Reinforced Paneling	1/02/25
DIVISION 07	THERMAL AND MOISTURE PROTECTION	DATE
07 1300	Sheet Waterproofing	1/02/25
07 1616	Crystalline Waterproofing	1/02/25
07 2100	Thermal Insulation	1/02/25
07 2500	Weather Barriers	1/02/25
07 2600	Vapor Retarders	1/02/25
07 2700	Air Barriers	1/02/25
07 4213.	Metal Composite Material Wall Panels	1/02/25
07 5400	Thermoplastic Membrane Roofing	1/02/25
07 7100	Roof Specialties	1/02/25
07 7200	Roof Accessories	1/02/25
07 8400	Firestopping	1/02/25
07 9200	Joint Sealants	1/02/25
DIVISION 08	OPENINGS	DATE
08 1113	Hollow Metal Doors and Frames	1/02/25

08 1416	Flush Wood Doors	1/02/25
08 3100	Access Doors and Panels	1/02/25
08 3313	Coiling Counter Doors	1/02/25
08 3323	Overhead Coiling Doors	1/02/25
08 4313	Aluminum-Framed Storefronts	1/02/25
08 4413	Glazed Aluminum Curtain Walls	1/02/25
08 6300	Metal-Framed Skylights	1/02/25
08 7100	Door Hardware	1/02/25
08 7105	Hardware Groups	1/02/25
08 7113	Power Door Operators Glazing	1/02/25
08 8000	Glazing	1/02/25
DIVISION 09	FINISHES	DATE
09 2116	Gypsum Board Assemblies	1/02/25
09 3000	Tiling	1/02/25
09 5100	Acoustical Ceilings	1/02/25
09 6500	Resilient Flooring	1/02/25
09 6566	Resilient Athletic Flooring	1/02/25
09 6813	Tile Carpeting	1/02/25
09 9113	Exterior Painting	1/02/25
09 9123	Interior Painting	1/02/25
09 9300	Staining and Transparent Finishing	1/02/25
09 9600	High-Performance Coatings	1/02/25
DIVISION 10	SPECIALTIES	DATE
10 1100	Visual Display Units	1/02/25
10 1419	Dimensional Letter Signage	1/02/25
10 1423	Panel Signage	1/02/25
10 2113.	Plastic Toilet Compartments	1/02/25
10 2239	Folding Panel Partitions	1/02/25
10 2800	Toilet, Bath, and Laundry Accessories	1/02/25
10 3100	Manufactured Fireplaces	1/02/25
10 4400	Fire Protection Specialties	1/02/25
10 5113	Metal Lockers	1/02/25
10 5116	Wood Lockers	1/02/25
DIVISION 11	EQUIPMENT	DATE
11 4000	Food Service Equipment	1/02/25
DIVISION 12	FURNISHINGS	DATE
12 2400	Window Shades	1/02/25
12 3600	Countertops	1/02/25
DIVISION 13	SPECIAL CONSTRUCTION	DATE
13 1811	Ice Rink General Requirements	1/02/25
13 1812	Ice Rink Refrigeration System	1/02/25
13 1813	Ice Rink Floor System	1/02/25
13 1814	Ice Rink Piping, Valves and Accessories	1/02/25
13 1815	Ice Rink Waste Heat Recovery syst	1/02/25
13 1816	Ice Rink Dasher Board System and Accessories	1/02/25
13 1817	Ice Rink Central Control System	1/02/25
DIVISION 14	CONVEYING EQUIPMENT	DATE
142100	Electric Traction Elevators	1/02/25
DIVISION 20	GENERAL MECHANICAL	DATE
20 10 00	MECHANICAL GENERAL PROVISIONS	1/02/25
20 50 00	BASIC MECHANICAL MATERIALS AND METHODS	1/02/25
20 70 00	ELECTRIC MOTORS AND WIRING	1/02/25
20 80 00	PAINTING AND IDENTIFICATION	1/02/25
DIVISION 21	FIRE PROTECTION	DATE
21 13 00	FIRE PROTECTION SPRINKLER SYSTEMS	1/02/25
21 23 00	KITCHEN EXHAUST HOOD FIRE SUPPRESSION SYSTEM	1/02/25
DIVISION 22	PLUMBING	DATE
22 07 00	PLUMBING INSULATION	1/02/25

22 10 00	PLUMBING	1/02/25
22 20 00	KITCHEN EQUIPMENT PLUMBING	1/02/25
22 30 00	PLUMBING EQUIPMENT	1/02/25
22 40 00	PLUMBING FIXTURES	1/02/25
DIVISION 23	MECHANICAL	DATE
23 05 93	HVAC TESTING, ADJUSTING, AND BALANCING	1/02/25
23 07 00	HVAC INSULATION	1/02/25
23 11 00	FUEL PIPING	1/02/25
23 30 00	HVAC AIR DISTRIBUTION	1/02/25
23 34 23	HVAC POWER VENTILATORS	1/02/25
23 35 30	KITCHEN EXHAUST HOODS	1/02/25
23 36 16	VARIABLE AIR VOLUME UNITS	1/02/25
23 37 13	DIFFUSERS, REGISTERS AND GRILLES	1/02/25
23 62 13	AIR COOLED CONDENSING UNITS	1/02/25
23 74 00	UNITARY ROOFTOP HVAC UNITS	1/02/25
23 74 24	PACKAGED HEATING COOLING MAKE-UP AIR UNITS	1/02/25
23 81 00	PACKAGED DR CONDITIONERS	1/02/25
23 82 16	AIR COILS	1/02/25
23 84 19	DESICCANT DEHUMIDIFICATION UNITS	1/02/25
DIVISION 25	INTEGRATED AUTOMATION	DATE
25 09 00	BUILDING AUTOMATION SYSTEM	1/02/25
25 09 50	BAS INSTRUMENTATION AND CONTROL DEVICES	1/02/25
25 09 93	BAS SEQUENCE OF OPERATION	1/02/25
25 33 60	AIRFLOW MEASURING DEVICES	1/02/25
DIVISION 26	ELECTRICAL	DATE
26 00 01	GENERAL PROVISIONS	1/02/25
26 00 02	COMMISSIONING PROCEDURES (OWNER FURNISHED)	1/02/25
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	1/02/25
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	1/02/25
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	1/02/25
26 05 33	RACEWAYS AND BOXES	1/02/25
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	1/02/25
26 05 73	POWER SYSTEM STUDIES	1/02/25
26 05 83	WIRING CONNECTIONS	1/02/25
26 09 23	LIGHTING CONTROL DEVICES	1/02/25
26 09 43	NETWORK LIGHTING CONTROLS	1/02/25
26 21 00	LOW-VOLTAGE ELECTRICAL SERVICE ENTRANCE	1/02/25
26 22 00	LOW-VOLTAGE TRANSFORMERS	1/02/25
26 24 13	SWITCHBOARDS	1/02/25
26 24 16	PANELBOARDS	1/02/25
26 27 13	ELECTRICITY METERING	1/02/25
26 27 26	WIRING DEVICES	1/02/25
26 28 13	FUSES	1/02/25
26 28 16	DISCONNECT SWITCHES	1/02/25
26 29 13	ENCLOSED CONTROLLERS (MOTOR STARTERS)	1/02/25
26 43 00	SURGE PROTECTION DEVICES	1/02/25
26 51 00	LIGHTING	1/02/25
DIVISION 27	COMMUNICATIONS	DATE
26 05 28	LOW VOLTAGE RACEWAY SYSTEM - COMMUNICATIONS	1/02/25
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	DATE
28 05 28	LOW VOLTAGE RACEWAY SYSTEM - SECURITY	1/02/25
28 46 00	FIRE DETECTION AND ALARM	1/02/25
DIVISION 31	EARTHWORK	DATE
31 2316	Excavation	1/02/25
31 2323	Fill	1/02/25
DIVISION 33	UTILITIES	DATE
33 4100	Subdrainage	1/02/25

PLANS

LIFE SAFETY PLANS		DATE
G101	TITLE SHEET	1/02/25
G102	TYPICAL SHELL/CORE ASSEMBLIES	1/02/25
G103	TYPICAL INTERIOR ASSEMBLIES	1/02/25
G110	CODE REVIEW	1/02/25
G111	LIFE SAFETY PLANS	1/02/25
G112	LIFE SAFETY PLANS	1/02/25
G113	SEATING PLANS	1/02/25
G120	MOUNTING HEIGHTS	1/02/25
CIVIL		DATE
C001	COVER SHEET	1/02/25
C002	GENERAL NOTES	1/02/25
C003	SITE KEY SHEET	1/02/25
C004	OFFSITE KEY SHEET	1/02/25
C005	TYPICAL SECTIONS	1/02/25
C006	OFFSITE TYPICAL SECTIONS	1/02/25
CD100	DEMOLITION PLAN	1/02/25
CD101	DEMOLITION PLAN	1/02/25
CD102	DEMOLITION PLAN	1/02/25
CD200	OFFSITE DEMOLITION PLAN	1/02/25
CD201	OFFSITE DEMOLITION PLAN	1/02/25
CD202	OFFSITE DEMOLITION PLAN	1/02/25
CE100	EROSION CONTROL PLAN	1/02/25
CE101	EROSION CONTROL PLAN	1/02/25
CE102	EROSION CONTROL PLAN	1/02/25
CE300	EROSION CONTROL DETAIL	1/02/25
CE200	OFFSITE EROSION CONTROL PLAN	1/02/25
CE201	OFFSITE EROSION CONTROL PLAN	1/02/25
CE202	OFFSITE EROSION CONTROL PLAN	1/02/25
CG100	PAVING, GRADING, AND DRAINAGE PLAN	1/02/25
CG101	PAVING, GRADING, AND DRAINAGE PLAN	1/02/25
CG102	PAVING, GRADING, AND DRAINAGE PLAN	1/02/25
CG200	OFFSITE PAVING, GRADING AND DRAINAGE PLAN	1/02/25
CG201	OFFSITE PAVING, GRADING AND DRAINAGE PLAN	1/02/25
CG202	OFFSITE PAVING, GRADING AND DRAINAGE PLAN	1/02/25
C300	PAVING, GRADING, AND DRAINAGE DETAILS	1/02/25
CR100	SIGNING AND MARKING PLAN	1/02/25
CR101	SIGNING AND MARKING PLAN	1/02/25
CR102	SIGNING AND MARKING PLAN	1/02/25
CR200	OFFSITE SIGNING AND MARKING PLAN	1/02/25
CR201	OFFSITE SIGNING AND MARKING PLAN	1/02/25
CR202	OFFSITE SIGNING AND MARKING PLAN	1/02/25
CU100	WATER AND WASTEWATER PLAN	1/02/25
CU101	WATER AND WASTEWATER PLAN	1/02/25
CU102	WATER AND WASTEWATER PLAN	1/02/25
CU200	OFFSITE WATER AND WASTEWATER PLAN	1/02/25
CU103	SEWER PROFILE	1/02/25
C600	WATER AND SEWER DETAILS	1/02/25
C601	WATER AND SEWER DETAILS	1/02/25
C602	WATER AND SEWER DETAILS	1/02/25
C603	WATER AND SEWER DETAILS	1/02/25
C604	WATER AND SEWER DETAILS	1/02/25
LANDSCAPE		DATE
LP-1.00	OVERALL LANDSCAPE PLAN	1/02/25
LP-1.01	LANDSCAPE PLAN	1/02/25
LP-1.02	LANDSCAPE PLAN	1/02/25
LP-1.03	LANDSCAPE PLAN	1/02/25
LP-1.04	LANDSCAPE PLAN	1/02/25

LP-2.01	LANDSCAPE REQUIREMENTSAND LANDSCAPE SCHEDULE	1/02/25
LP-2.02	LANDSCAPE SECTIONS	1/02/25
LP-3.01	LANDSCAPE DETAILS	1/02/25
LP-3.02	LANDSCAPE SPECIFICATIONS	1/02/25
LP-4.00	PARKING LOT SHADE TREE EXHIBIT	1/02/25
	STRUCTURAL	DATE
S000	GENERAL STRUCTURAL NOTES	1/02/25
S001	STRUCTURAL SCHEDULES	1/02/25
\$100	FOUNDATION PLAN - OVERALL	1/02/25
\$101	FOUNDATION PLAN - AREA A	1/02/25
\$102	FOUNDATION PLAN-AREAS	1/02/25
\$103	FOUNDATION PLAN-AREAC	1/02/25
\$200	MEZZANINE FRAMING PLAN - OVERALL	1/02/25
\$201	MEZZANINE FRAMING PLAN - AREA A	1/02/25
S202	MEZZANINE FRAMING PLAN - AREA B	1/02/25
S203	MEZZANINE FRAMING PLAN - AREA C	1/02/25
\$300	ROOF FRAMING PLAN OVERALL	1/02/25
S301	ROOF FRAMING PLAN - AREA A	1/02/25
5302	ROOF FRAMING PLAN - AREA B	1/02/25
\$303	ROOF FRAMING PLAN - AREA C	1/02/25
\$400	FOUNDATION DETAILS	1/02/25
\$401	FOUNDATION DETAILS	1/02/25
\$500	STRUCTURAL FRAMING DETAILS	1/02/25
S501	STRUCTURAL FRAMING DETAILS	1/02/25
S502	STRUCTURAL FRAMING DETAILS	1/02/25
\$503	STRUCTURAL FRAMING DETAILS	1/02/25
S504	STRUCTURAL FRAMING DETAILS	1/02/25
S505	STRUCTURAL FRAMING DETAILS	1/02/25
S506	STRUCTURAL FRAMING DETAILS	1/02/25
	ARCHITECTURAL	DATE
A050 •	ARCHITECTURAL SITE PLAN	1/02/25
A201	FIRST FLOOR PLAN - OVERALL	1/02/25
A201A	FIRST FLOOR PLAN - AREA A	1/02/25
A2018	FIRST FLOOR PLAN-AREA B	1/02/25
A201C	FIRST FLOOR PLAN - AREA c	1/02/25
A202	MEZZANINE FLOOR PLAN - OVERALL	1/02/25
A202A	MEZZANINE FLOOR PLAN - AREA A	1/02/25
A202B	MEZZANINE FLOOR PLAN - AREA B	1/02/25
A202C	MEZZANINE FLOOR PLAN - AREA c	1/02/25
A210	ROOF PLAN	1/02/25
A211	ENLARGED PLANS AND ELEVATIONS	1/02/25
A212	ENLARGED PLANS AND ELEVATIONS	1/02/25
A213	ENLARGED PLANS AND ELEVATIONS	1/02/25
A214	ENLARGED PLANS AND ELEVATIONS	1/02/25
A215	ENLARGED PLANS AND ELEVATIONS	1/02/25
A216	ENLARGED PLANS AND ELEVATIONS	1/02/25
A250	DOOR SCHEDULE	1/02/25
A251	DOOR DETAILS	1/02/25
A301	EXTERIOR ELEVATIONS	1/02/25
A310	GLAZING ELEVATIONS	1/02/25
A311	GLAZING ELEVATIONS	1/02/25
A312	GLAZING DETAILS	1/02/25
A401	BUILDING SECTIONS	1/02/25
A402	BUILDING SECTIONS	1/02/25
A410	ENLARGED BUILDING SECTIONS	1/02/25
A411	ENLARGED BUILDING SECTIONS	1/02/25
A412	ENLARGED BUILDING SECTIONS	1/02/25
A420	VERTICAL CIRCULAFON	1/02/25

A421	VERTICAL CIRCULATION	1/02/25
A422	VERTICAL CIRCULATION	1/02/25
A501	EXTERIOR WALL SECTIONS	1/02/25
A502	EXTERIOR WALL SECTIONS	1/02/25
A510	EXTERIOR DETAILS	1/02/25
A511	EXTERIOR PRECAST DETAILS	1/02/25
A520	ROOF DETAILS	1/02/25
A530	INTERIOR DETAILS	1/02/25
A531	INTERIOR DETAILS	1/02/25
A600	FINISH/SPEC INFORMATION	1/02/25
A601	FIRST FLOOR FINISH PLAN	1/02/25
A602	MEZZANINE FINISH PLAN	1/02/25
A611	INTERIOR ELEVATIONS	1/02/25
A612	INTERIOR ELEVATIONS	1/02/25
A613	INTERIOR ELEVATIONS	1/02/25
A614	INTERIOR ELEVATIONS	1/02/25
A701	FIRST FLOOR RCP - OVERALL	1/02/25
A701A	FIRST FLOOR RCP - AREA A	1/02/25
A701B	FIRST FLOOR RCP - AREA B	1/02/25
A701C	FIRST FLOOR RCP-AREA C	1/02/25
A702	MEZZANINE RCP - OVERALL	1/02/25
A702A	MEZZANINE RCP-AREA A	1/02/25
A702B	MEZZANINE RCP-AREA B	1/02/25
A702C	MEZZANINE RCP - AREA C	1/02/25
A703	CANOPY RCP	1/02/25
A801	FIRST FLOOR FFE PLAN	1/02/25
A811	FIRST FLOOR FURNITURE PLAN	1/02/25
FIRE PROTECTION		DATE
F101	FIRST FLOOR FIRE PROTECTION PLAN - OVERALL	1/02/25
F102	MEZZANINE FIRE PROTECTION PLAN - OVERALL	1/02/25
MECHANICAL		DATE
M101	FIRST FLOOR HVAC PLAN - OVERALL	1/02/25
M101A	FIRST FLOOR HVAC PLAN - AREA A	1/02/25
M101B	FIRST FLOOR HVAC PLAN - AREA B	1/02/25
M101C	FIRST FLOOR HVAC PLAN - AREA c	1/02/25
M102	MEZZANINE HVAC PLAN - OVERALL	1/02/25
M102A	MEZZANINE HVAC PLAN - AREA A	1/02/25
M102B	MEZZANINE HVAC PLAN - AREA B	1/02/25
M102C	MEZZANINE HVAC PLAN - AREA c	1/02/25
M110	ROOF HVAC PLAN	1/02/25
M500	MECHANICAL DETAILS	1/02/25
PLUMBING		DATE
PM01	MECHANICAL TITLE SHEET, SYMBOLS, & ABBREVIATIONS	1/02/25
P100	FIRST FLOOR UNDERFLOOR PLUMBING PLAN - OVERALL	1/02/25
P100A	FIRST FLOOR UNDERFLOOR PLUMBING PLAN-AREA A	1/02/25
P100B	FIRST FLOOR UNDERFLOOR PLUMBING PLAN - AREA B	1/02/25
P100C	FIRST FLOOR UNDERFLOOR PLUMBING PLAN - AREAC	1/02/25
P101	FIRST FLOOR ABOVE FLOOR PLUMBING PLAN - OVERALL	1/02/25
P101A	FIRST FLOOR ABOVE LEVEL PLUMBING PLAN - AREA A	1/02/25
P1018	FIRST FLOOR ABOVE LEVEL PLUMBING PLAN - AREA B	1/02/25
P101C	FIRST FLOOR ABOVE LEVEL PLUMBING PLAN - AREA c	1/02/25
P102	MEZZANINE ABOVE LEVEL PLUMBING PLAN - OVERALL	1/02/25
P102A	MEZZANINE ABOVE LEVEL PLUMBING PLAN - AREA A	1/02/25
P102B	MEZZANINE ABOVE LEVEL PLUMBING PLAN - AREA B	1/02/25
P102C	MEZZANINE ABOVE LEVEL PLUMBING PLAN - AREA c	1/02/25
P110	ROOF PLUMBING PLAN	1/02/25
P201	ENLARGED PLUMBING PLANS - RESTROOMS	1/02/25
P202	ENLARGED PLUMBING PLANS - KITCHEN & CONCESSIONS	1/02/25

P203	ENLARGED PLUMBING PLANS - LOCKER & TEAM ROOMS	1/02/25
P400	WATER ISOMETRICS - OVERALL	1/02/25
P401	WASTE AND VENT ISOMETRIC - OVERALL	1/02/25
P410	ENLARGED ISOMETRICS	1/02/25
P411	ENLARGED ISOMETRICS	1/02/25
P500	PLUMBING DETAILS	1/02/25
PME1	PLUMBING, MECHANICAL, AND ELECTRICAL SCHEDULES	1/02/25
PME2	PLUMBING, MECHANICAL, AND ELECTRICAL SCHEDULES	1/02/25
	ELECTRICAL	DATE
E001	ELECTRICAL TITLE SHEET	1/02/25
E002	SITE LIGHTING PLAN	1/02/25
E101	FIRST FLOOR LIGHTING PLAN	1/02/25
E101A	FIRST FLOOR LIGHTING PLAN - AREA A	1/02/25
E1018	FIRST FLOOR LIGHTING PLAN - AREA B	1/02/25
E101C	FIRST FLOOR LIGHTING PLAN - AREA c	1/02/25
E102	CONCOURSE LEVEL LIGHTING PLAN	1/02/25
E102A	CONCOURSE LEVEL LIGHTING PLAN - AREA A	1/02/25
E102B	CONCOURSE LEVEL LIGHTING PLAN - AREA B	1/02/25
E102C	CONCOURSE LEVEL LIGHTING PLAN - AREA c	1/02/25
E201	FIRST FLOOR POWER & SYSTEMS PLAN	1/02/25
E201A	FIRST FLOOR POWER & SYSTEMS PLAN - AREA A	1/02/25
E201B	FIRST FLOOR POWER & SYSTEMS PLAN - AREA B	1/02/25
E201C	FIRST FLOOR POWER & SYSTEMS PLAN - AREA C	1/02/25
E202	CONCOURSE LEVEL POWER & SYSTEMS PLAN	1/02/25
E202A	CONCOURSE LEVEL POWER & SYSTEMS PLAN - AREA A	1/02/25
E202B	CONCOURSE LEVEL POWER & SYSTEMS PLAN - AREA B	1/02/25
E202C	CONCOURSE LEVEL POWER & SYSTEMS PLAN - AREA c	1/02/25
E203	1/2/2025	1/02/25
E300	ENLARGED ELECTRICAL PLANS	1/02/25
E302	ELECTRICAL SCHEDULES & DETAILS	1/02/25
E400	ELECTRICAL ONE-LINE DIAGRAM	1/02/25
E401	PANEL SCHEDULES	1/02/25
E402	PANEL SCHEDULES	1/02/25
	ICE RINK	DATE
R001	ICE RINK LEGENDS AND SYMBOLS	1/02/25
R100	ICE RINK SUBFLOOR PLAN	1/02/25
R101	ICE RINK FLOOR PLAN	1/02/25
R200	REFRIGERATION ROOM PLAN	1/02/25
R500	ICE RINK DETAILS AND SECTIONS	1/02/25
R501	ICE RINK DETAILS AND SECTIONS	1/02/25
R502	ICE RINK DETAILS AND SCHEDULES	1/02/25
R600	FLOW DIAGRAMS	1/02/25
R601	FLOW DIAGRAMS	1/02/25
R602	FLOW DIAGRAMS	1/02/25
	DASHER BOARDS	DATE
DB100	ICE RINK DASHER BOARD PLAN	1/02/25
DB500	ICE RINK DASHER BOARD SECTION AND DETAILS	1/02/25
DB501	ICE RINK DASHER BOARD SECTIONS AND DETAILS	1/02/25



May 13, 2025

Bill Zecher
Vice President
Clancy & Theys Construction
1401 Beulah Road
Suite 124
Winter Gardens, FL 34787

Via electronic mail

Re: Palm Beach North Athletic Foundation Iceplex
Palm Beach Gardens, Florida

Dear Bill,

This letter agreement (“Preconstruction/Early Start Agreement”) outlines the terms and conditions under which Palm Beach North Athletic Foundation (“Owner”) shall engage Clancy & Theys Construction (“Contractor”) to proceed with the limited scope of work described herein (“Work”) in connection with construction of the Iceplex project commonly known as the Palm Beach North Athletic Foundation Iceplex in Palm Beach Gardens, Florida (“Project”).

The Owner hereby acknowledges and agrees that, upon execution of this Preconstruction/Early Start Agreement, the Contractor shall continue with Preconstruction activities in an effort to finalize the GMP (as defined below), ensure the design is in keeping with the budget and quality requirements, and expedite the overall schedule for the Project. Further, the Contractor shall issue written notices to proceed to select trade contractors and suppliers (collectively, (“Subcontractors”), in keeping with the terms and conditions outlined herein, such that certain materials and delegated design services may be released and commence as early as May 19, 2025; in advance of an early June 2025 target for execution of the Pending Contract (as defined below).

Notwithstanding this Preconstruction/Early Start Agreement, the Owner and Contractor (“Parties”) shall negotiate in good faith toward a timely execution of an AIA Document A133-2019 and corresponding AIA Document A201-2017 containing mutually acceptable modifications (including stop/start provisions), terms, and conditions including an established Guaranteed Maximum Price (“GMP”) for completion of the Work (the target for which is no more than \$41,000,000), within which shall include the below costs as listed in attached Exhibit A (including a 4.0% fee; and General Conditions/General Requirements costs not to exceed \$1,844,605), and a mutually agreed upon Substantial Completion Date for the Project, recognizing the Owner’s objective to have the completed Project delivered by October 2026 (“Pending Contract”). Any costs incurred by the Contractor under this Preconstruction/Early Start Agreement are a subset of, and shall be credited against, the GMP under the Pending Contract; provided however that under no circumstances shall the Owner be liable for any costs or expenses incurred by the Contractor under this Preconstruction/Early Start Agreement in excess of \$534,210, itemized below (“Early Start Not-To-Exceed Amount”).

Early Commitments	Scheduled Value
Structural Precast	\$5,458,605
Structural Steel.....	\$2,604,754
Site Demo.....	\$118,548
Site Contractor	\$3,134,010
Ice/Refrigeration	\$3,677,583
HVAC	\$3,550,000

Early Cost/Scope of Work	Scheduled Value
Structural Precast Shop Drawings	\$340,000
Structural Steel Shop Drawings	\$100,000
Site/Civil Structure Package Shop Drawings.....	\$5,000
Concrete Reinforcement Shop Drawings	\$4,450
Switchgear Shop Drawings.....	\$7,400
Refrigeration Equipment Shop Drawings	\$10,000
Mechanical Equipment Shop Drawings.....	\$10,000
Temporary Fence and Gates	\$37,000
General conditions.....	\$20,360

The Contractor shall work with the Owner on the permit applications with the City; and work diligently with the City to schedule a pre-construction meeting and pick up the site and buildings permits (when needed). This Preconstruction/Early Start Agreement anticipates a continuous flow of work from mobilization.

Invoices (using AIA Forms G702 and G703) shall be submitted consistent with the Pending Contract. If the Contractor and Owner execute the Pending Contract, the Work performed under this Preconstruction/Early Start Agreement shall be incorporated into and become a part thereof. This Preconstruction/Early Start Agreement and all rights and obligations hereunder shall terminate upon execution of the Pending Contract.

Concurrent with the process of negotiating the Pending Contract, the Parties shall proceed in good faith toward acting upon any value engineering opportunities and/or cost saving opportunities, in order to establish a GMP that aligns with the Owner's financial objectives for the Project. The Parties shall also collaborate on creating a detailed critical path schedule establishing, for instance, dates for permits, long-lead submittals, and other tasks that most directly inform/affect the Project schedule. Should this process identify any additional Subcontractors requiring notices to proceed in advance of the execution of the Pending Contract, the Contractor shall bring them to the Owner's attention for approval.

In the event the Parties do not enter into the Pending Contract as anticipated, the Contractor shall be paid for the actual cost of the Work as described in this Preconstruction/Early Start Agreement completed as of the date of the termination (up to the Early Start Not-To-Exceed Amount) and the Contractor, upon request of the Owner, shall assign all subcontracts and purchase orders entered into on account of the Work to the Owner, and each subcontract and purchase order shall explicitly permit such assignment without any action by the subcontractor or supplier. In the event the Owner does not wish to accept assignment of one or more of the subcontracts or purchase orders, the Contractor shall terminate those subcontracts and purchase orders. In no event shall the Contractor be paid for General Conditions or Fee on Work not performed.

Prior to Mobilizing, the Contractor shall provide to the Owner a certificate of insurance with coverages at least as noted below, naming at least Owner, Palm Beach North Athletic Foundation, XXX Bank, and XXX LLC as additional insureds. This will need to then be updated with a to-be-determined lender and equity provider.

- (i) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
- (ii) Excess umbrella liability insurance with a minimum limit of \$2,000,000 per occurrence and annual aggregate;
- (iii) Business automobile liability insurance with a minimum combined single limit of \$1,000,000;
- (iv) Workers' compensation insurance with coverage/limits as statutorily required.

If the terms and conditions set forth herein are acceptable to you, please indicate such acceptance by executing this Early Start Agreement where indicated and returning it to my attention.

Sincerely,

Palm Beach North Athletic Foundation

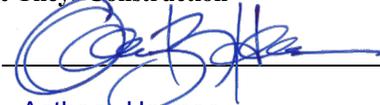


Mike Winter
President

Acknowledged and agreed to this 14 day of May 2025

Clancy & Theys Construction

By:



Name:

Anthony Harmon

Title:

Director of Project Solutions

EXHIBIT D- Construction Manager's Equipment Rental Rates



Cat	Class	Description	Day	Week	Month
100	100-3185	COMPRESSOR 175-195 CFM	\$150.00	\$293.00	\$700.00
100	100-3186	COMPRESSOR 175-195 CFM TIER 4	\$150.00	\$293.00	\$700.00
110	110-1560	BREAKER PAVEMENT AIR 35#	\$60.00	\$177.00	\$367.00
110	110-1570	BREAKER PAVEMENT AIR 60#	\$60.00	\$177.00	\$367.00
110	110-1580	BREAKER PAVEMENT AIR 90#	\$60.00	\$177.00	\$367.00
110	110-2400	AIR HOSE 3/4" X 50'	\$11.00	\$24.00	\$34.00
110	110-4120	BUSHING TOOL 1 1/8" X 6"	\$9.00	\$17.00	\$26.00
110	110-4135	CHISEL 1" X 4 1/4"	\$9.00	\$17.00	\$26.00
110	110-4140	CHISEL 1" X 4 1/4" X 3"	\$9.00	\$17.00	\$26.00
110	110-4150	CHISEL 1 1/4" X 6"	\$9.00	\$17.00	\$26.00
110	110-4155	CHISEL 1 1/4" X 6" X 3"	\$9.00	\$17.00	\$26.00
110	110-4165	CHISEL 1 1/8" X 6"	\$9.00	\$17.00	\$26.00
110	110-4167	CHISEL 1 1/8" X 6" X 3"	\$9.00	\$17.00	\$26.00
110	110-4180	CLAY SPADE 1" X 4 1/4"	\$9.00	\$17.00	\$26.00
110	110-4195	CLAY SPADE 1 1/4" X 6"	\$9.00	\$17.00	\$26.00
110	110-4330	MOIL POINT 1" X 4 1/4"	\$9.00	\$17.00	\$26.00
110	110-4345	MOIL POINT 1 1/4" X 3'	\$9.00	\$17.00	\$26.00
110	110-4360	MOIL POINT 1 1/4" X 4'	\$9.00	\$17.00	\$26.00
110	110-4390	MOIL POINT 1 1/4" X 6"	\$9.00	\$17.00	\$26.00
110	110-4435	MOIL POINT 1 1/8" X 6"	\$9.00	\$17.00	\$26.00
150	150-2400	RAMMER MED 2400-2800 LBS/BLOW	\$90.00	\$193.00	\$509.00
150	150-2600	RAMMER LARGE 2900-3600 LBS/BLOW	\$90.00	\$193.00	\$509.00
150	150-3100	VIB PLATE MEDIUM 3000-5000# IMPACT	\$90.00	\$193.00	\$509.00
160	160-1265	ROLLER 24-33" WALKBEHIND PAD	\$317.00	\$768.00	\$1,615.00
160	160-2425	ROLLER 50-56" VIB SINGLE DRUM SMOOTH	\$431.00	\$1,225.00	\$2,799.00
160	160-2445	ROLLER 61-70" VIB SINGLE DRUM SMOOTH	\$538.00	\$1,350.00	\$3,196.00
160	160-2450	ROLLER 80-89" VIB SINGLE DRUM PAD	\$530.00	\$1,746.00	\$4,023.00
160	160-2455	ROLLER 80-89" VIB SINGLE DRUM SMOOTH	\$584.00	\$1,633.00	\$3,828.00
180	180-7001	CORE DRILL ELECTRIC 17-23 AMP	\$90.00	\$205.00	\$367.00
231	231-1200	FORKLIFT WHSE 5000# GAS/LP	\$222.00	\$581.00	\$1,188.00
231	231-1205	FORKLIFT WHSE 5000# LOW PROFILE GAS/LP	\$222.00	\$581.00	\$1,188.00
233	233-1000	FORKLIFT VARIABLE REACH 4500# 15' & UP	\$291.00	\$780.00	\$1,770.00
233	233-1025	FORKLIFT VARIABLE REACH 5000# 16-20'	\$309.00	\$817.00	\$1,800.00
233	233-1170	FORKLIFT VARIABLE REACH 6000# 40-49'	\$427.00	\$1,057.00	\$2,204.00
233	233-1250	FORKLIFT VARIABLE REACH 7000# 38-44'	\$427.00	\$1,057.00	\$2,204.00
233	233-1370	FORKLIFT VARIABLE REACH 8000# 40-49'	\$478.00	\$1,085.00	\$2,591.00
233	233-1470	FORKLIFT VARIABLE REACH 9000# 30-45'	\$538.00	\$1,116.00	\$2,709.00
233	233-1650	FORKLIFT VARIABLE REACH 10000# 50'-62'	\$599.00	\$1,819.00	\$3,534.00
233	233-1675	FORKLIFT VARIABLE REACH 12000# 53'-69'	\$808.00	\$2,054.00	

\$5,091.00

240	240-3041	GENERATOR 5.0-5.4 KW	\$60.00	\$177.00	\$397.00
240	240-3051	GENERATOR 5.5-5.9 KW	\$60.00	\$177.00	\$397.00
240	240-3061	GENERATOR 6.5-6.9 KW	\$60.00	\$177.00	\$397.00
240	240-3131	GENERATOR 19-29 KVA	\$209.00	\$499.00	\$961.00
240	240-3132	GENERATOR 19-29 KVA TIER 4	\$209.00	\$499.00	\$1,182.00
300	300-1512	VERTICAL LIFT 12' ELEC SELF PROPELLED	\$120.00	\$234.00	\$367.00
300	300-1515	VERTICAL LIFT 15' ELEC SELF PROPELLED	\$150.00	\$265.00	\$402.00
300	300-1520	VERTICAL LIFT 18-20' ELEC SELF PROPELLED	\$174.00	\$288.00	\$481.00
300	300-2000	SCISSOR LIFT 19' ELECTRIC	\$138.00	\$252.00	\$447.00
300	300-2515	SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE	\$180.00	\$329.00	

\$650.00

300	300-2580	PUSHAROUND 20-25' DC	\$138.00	\$252.00	\$424.00
310	310-4001	BOOM 40-50' ARTICULATING	\$360.00	\$792.00	\$1,691.00
310	310-4003	BOOM 45-50' TELESCOPIC 4WD	\$419.00	\$921.00	\$1,759.00
310	310-4026	BOOM 37-44' TELESCOPIC	\$360.00	\$792.00	\$1,691.00
310	310-6001	BOOM 60-64' ARTICULATING	\$478.00	\$996.00	\$2,257.00
310	310-6026	BOOM 60-64' TELESCOPIC	\$478.00	\$996.00	\$2,257.00
310	310-6526	BOOM 65-70' TELESCOPIC	\$515.00	\$1,085.00	\$2,348.00
310	310-8001	BOOM 76-85' ARTICULATING	\$778.00	\$2,172.00	\$3,901.00

EXHIBIT D- Construction Manager's Equipment Rental Rates



310	310-8026	BOOM 76-80' TELESCOPIC	\$778.00	\$2,172.00	\$3,846.00
310	310-8526	BOOM 84-86' TELESCOPIC 4WD	\$831.00	\$2,289.00	\$3,959.00
320	320-4000	LIGHT TOWER,6KW	\$102.00	\$245.00	\$452.00
520	520-9240	PUMP 3" TRASH	\$78.00	\$193.00	\$367.00
520	520-9830	PUMP 2" ELECTRIC SUBMERSIBLE	\$60.00	\$177.00	\$311.00
534	534-6620	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	\$11.00	\$24.00	\$34.00
535	535-2020	HOSE 3X20 PVC SUCTION - CAMLOCK	\$11.00	\$24.00	\$34.00
535	535-6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	\$11.00	\$24.00	\$34.00
625	625-7250	SAW CONCRETE 11-14HP	\$90.00	\$265.00	\$509.00
625	625-7805	SAW CUT-OFF 14" GAS	\$78.00	\$177.00	\$436.00
750	750-1105	SWEEPER RIDE ON 8' WINDROW 3 WHEEL	\$282.00	\$772.00	\$1,771.00
902	902-1020	BACKHOE/LOADER 60-90HP 4WD	\$317.00	\$674.00	\$1,527.00
902	902-5215	BACKHOE BREAKER	\$270.00	\$527.00	\$1,188.00
903	903-45	SKID STEER LOADER 1351-1699#	\$270.00	\$704.00	\$1,358.00
903	903-5355	SKID STEER BREAKER	\$209.00	\$469.00	\$1,074.00
903	903-5410	SKID STEER FORK ATTACHMENT	\$60.00	\$118.00	\$226.00
903	903-5411	SKID STEER FORK ATTACHMENT HEAVY DUTY	\$60.00	\$118.00	\$226.00
903	903-561	SKID STEER TRACK LOADER 1300-1699#	\$298.00	\$804.00	\$1,578.00
903	903-580	SKID STEER TRACK LOADER 2000-2399#	\$360.00	\$956.00	\$2,131.00
903	903-585	SKID STEER TRACK LOADER 2400-2799#	\$425.00	\$1,116.00	\$2,444.00
903	903-590	SKID STEER TRACK LOADER 2800-3399#	\$472.00	\$1,168.00	\$2,821.00
903	903-71	SKID STEER LOADER 1700-1899#	\$298.00	\$734.00	\$1,442.00
905	905-1015	EXCAVATOR 25000-29999#	\$658.00	\$1,761.00	\$4,298.00
905	905-1060	EXCAVATOR 43000-54999#	\$718.00	\$2,065.00	\$5,599.00
905	905-1150	EXCAVATOR 70000-84999#	\$1,347.00	\$3,755.00	\$9,615.00
905	905-7050	EXCAVATOR BREAKER 5000#	\$778.00	\$1,907.00	\$5,429.00
905	905-7055	EXCAVATOR BREAKER 7500-8000#	\$1,047.00	\$2,816.00	\$6,108.00
905	905-7060	EXCAVATOR BREAKER 10000#	\$1,377.00	\$3,462.00	\$8,483.00
906	906-2270	DOZER LOW GROUND PRESSURE 70-80HP	\$593.00	\$1,466.00	\$3,450.00
906	906-2290	DOZER LOW GROUND PRESSURE 90-95HP	\$712.00	\$1,819.00	\$4,072.00
907	907-100	MINI EXCAVATOR 10000-14000#	\$417.00	\$1,057.00	\$2,199.00
907	907-114	MINI EXCAVATOR 14800-19999#	\$478.00	\$1,408.00	\$2,603.00
907	907-62	MINI EXCAVATOR 6000-6799#	\$239.00	\$709.00	\$1,643.00
907	907-75	MINI EXCAVATOR 7400-9199#	\$289.00	\$801.00	\$1,806.00
953	953-2225	TRUCK WATER 2000-2999 GAL CDL	\$572.00	\$1,466.00	\$3,165.00

Description	Quantity	Total	Amount
010000 GENERAL CONDITIONS			
010002 Project Management			420,000
010003 Assistant Project Manager			252,000
010004 Project Administration			39,200
011000 Scheduler			40,600
011510 Construction Progress Documentation			33,200
011511 Temporary Electrical			13,000
011515 Temporary Water			2,600
011516 Sanitary Facilities			34,400
011560 Document Reproduction, Postage & Shipping			8,810
011572 Safety			58,338
011580 Project Identification			3,989
011590 Field Office			100,088
011591 Storage Facility			7,000
011593 Temporary Telecommunications			11,500
011610 Travel and Living Expenses			73,500
011720 Project Supervision			364,000
011750 Assistant Superintendent			201,600
011800 Consumables			16,264
GENERAL CONDITIONS			1,680,089



EXHIBIT " _ "

**Palm Beach Gardens Iceplex
WAGE RATES
5/28/2025**

Title/Responsibility	\$/HR
Project Executive/ Division	\$175/hr
Safety Manager	\$120/hr
Scheduler	\$155/hr
Project Manager	\$150/hr
Assistant Project Manager	\$90/hr
VDC Manager	\$145/hr
General Superintendent	\$165/hr
Project Superintendent	\$130/hr
Assistant Superintendent	\$90/hr
Project Coordinator	\$65/hr
Project Accountant	\$70/hr



AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____