

**NOTICE
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER AT RISK
FOR
ROGER DEAN CHEVROLET STADIUM & SPORTS COMPLEX
RENOVATION PROJECT**

Proposals, consisting of those documents and information described in the Request for Proposals (RFP), will be received by Jupiter Stadium, Ltd. (JSL) until **2:00 PM on Thursday, April 9, 2020**, at the General Manager's office located at Roger Dean Chevrolet Stadium Office, 4751 Main St, Jupiter, FL 33458, with a copy by electronic mail to each of the following:

- Dan Good: dgood@cardinals.com
- Claude Delorme: cdelorme@marlins.com

Proposers will be submitting proposals to provide Construction Management at Risk services consisting of pre-construction services, developing a Guaranteed Maximum Price (GMP), and performing all construction services at risk for the renovation and new construction at Roger Dean Chevrolet Stadium and Sports Complex located at 4751 Main St., Jupiter Florida (the "Project").

Preliminary construction cost is estimated at \$86,000,000.

This RFP is issued by JSL and any resulting contract will be between the successful firm and JSL and not with Palm Beach County.

All conditions and requirements for submittal of proposals are contained in the RFP. The RFP may be obtained via email: to Mike Bauer, mike@rogerdeanchevroletstadium.com or calling 561-630-1840. Include "CM RFP – Roger Dean Chevrolet Stadium and Sports Complex Renovation" in the e-mail subject line.

Mandatory Pre-Proposal Conference. Proposers must attend a mandatory pre-proposal conference to be held on Tuesday, March 17, 2020, at 2:30 P.M. at the following location: First Floor Training Room 2633 Vista Parkway, West Palm Beach. A Proposer's failure to attend the Pre-Proposal Conference will result in rejection of that Proposer's proposal.

Equal Business Opportunity Program. Pursuant to the Palm Beach County Code Section 2-80.20 – 2-80.40 (EBO Ordinance) which is applicable to this Project, contracting and subcontracting opportunities for S/M/WBEs are encouraged.

Proposals will be evaluated based on the selection criteria set out in the RFP including the Affirmative Procurement Initiatives (APIs) determined by the County's Goal Setting Committee. The APIs for the selection of the CM include the following evaluation preferences:

SBE Evaluation Preference for Mentoring: 5 points for CM/SBE Partner

SBE Evaluation Preference for SBE Participation: up to 10 points for SBE Participation Plan

The APIs applicable to the construction phase of this project, including any mandatory SBE or M/WBE goal(s) for the construction subcontracts, will be determined by the County's Goal Setting Committee prior to the Guaranteed Maximum Price Amendment. It is anticipated that at least a mandatory minimum SBE subcontracting goal of 20% will be applied to the construction phase of this project. However, depending on the availability of S/M/WBEs at the time of subcontractor bidding, the County's Goal Setting Committee may apply a higher or lower mandatory SBE subcontracting goal or may apply a mandatory M/WBE subcontracting goal. Proposers should review the RFP for more information on the County's EBO Program as it applies to the construction phase of this project.

At the time of proposal submission, proposer must be properly certified and licensed in the State of Florida and/or Palm Beach County, as applicable, for the purpose of performing the specified work.

JSL reserves the right to waive any proposal irregularities, informalities, or technical deficiencies and to reject any and all proposals.

JUPITER STADIUM, LTD.

REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGER (CM)
AT RISK SERVICES
FOR
ROGER DEAN CHEVROLET STADIUM & SPORTS COMPLEX
RENOVATION PROJECT

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**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER AT RISK
ROGER DEAN CHEVROLET STADIUM & SPORTS COMPLEX
RENOVATION**

INTRODUCTION

Jupiter Stadium, Ltd. (“JSL”) is soliciting timely and complete proposals (“Proposals”) for qualified construction management firms interested in providing construction management services, including pre-construction consultation services, development of a guaranteed maximum price (“Guaranteed Maximum Price” or “GMP”), and performing all construction services at risk for the renovation and new construction at Roger Dean Chevrolet Stadium and Sports Complex located at 4751 Main Street, Jupiter, FL 33480 (collectively, the “Facility”) in accordance with this Request for Proposals (“RFP”).

JSL currently has a use agreement with Palm Beach County (the “County”) for the Facility (the “Use Agreement”). The Facility is utilized by two Major League Baseball teams for Spring Training, two Florida State League and two Gulf Coast League minor league teams, and year-round training. The Facility opened in 1998 and includes the following (i) Roger Dean Chevrolet Stadium (the “Stadium”) with a seating capacity of approximately 6,800, (ii) two team training facilities, (iii) twelve (12) practice fields, (iv) clubhouses and administration buildings, (v) dedicated on-site parking areas, and (vi) other appurtenances and improvements.

The Use Agreement is scheduled to expire on April 30, 2027. As part of a proposed extension of the Use Agreement through April 2, 2048 (the “Proposed Extension”), JSL and the County expect that the Facility will be renovated as described in this RFP (the “Project”), including, without limitation, construction of all minimum required elements of the Project, a summary of which is identified in **Attachment G**.

JSL is issuing this RFP for the purpose of soliciting Proposals from leading construction management firms interested in providing JSL with professional pre-construction consultation and delivering the Project as a construction manager at-risk in accordance with this RFP and the contract to be established between JSL and the selected Proposer (the “Contract”). The form of Contract is provided as **Attachment H**.

This RFP is issued by JSL and any resulting agreement will be between the successful Proposer and JSL, not with the County.

The selected Proposer will be required to provide JSL pre-construction services, including, without limitation, construction cost estimation, value engineering analysis and other design review and consultation. The selected Proposer will be required to participate with JSL in a process to determine a guaranteed maximum price (the “GMP”), which will be established under the Contract after negotiation or, alternatively, in accordance with a predetermined formula and put in place by and between the parties by a written amendment to the Contract (the “GMP Amendment”). During the construction phase of the Project, the selected Proposer will be responsible for publicly bidding

trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the Project, subject to the GMP.

Construction work is scheduled to start no later than April 1, 2021, and continue through the various phases with an anticipated completion date no later than February 1, 2022. Preliminary construction cost is estimated at \$86,000,000 (the “Construction Budget Limitation”).

Mandatory Pre-Proposal Conference. *Proposers must attend a mandatory pre-proposal conference to be held on Tuesday, March 17, 2020, at 2:30 P.M. at the following location: 1st Floor Training Room, 2633 Vista Parkway, West Palm Beach Florida 33411. A Proposer’s failure to attend the Pre-Proposal Conference will result in rejection of that Proposer’s proposal.*

A. INSTRUCTIONS TO RESPONDENTS

1. Submission of Proposals. Qualified construction management firms desiring to provide the services described herein (individually, a “Proposer”, or, generally, “Proposers”) shall submit a Proposal in a sealed envelope with one original (clearly marked), eight (8) copies (a total of 9 copies), and one copy on electronic media, at the General Manager’s office located at Roger Dean Chevrolet Stadium Office, 4751 Main St, Jupiter, FL 33458, with a copy by electronic mail to each of the following:

- Dan Good: dgood@cardinals.com
- Claude Delorme: cdelorme@marlins.com

Proposals must be received no later than 2:00 p.m., local time, Thursday, April 9, 2020, to the attention of:

Mike Bauer, General Manager Roger Dean Chevrolet Stadium 4751 Main St.
Jupiter, FL 33458

2. Identification of Proposals. Each Proposer must indicate on its Proposal envelope the following:

- CM@ Risk for Roger Dean Chevrolet Stadium and Sports Complex Renovation
- Date of Submittal
- Name of the Proposer
- Return Address of the Proposer

3. No Late Proposals. The time and date for receipt of Proposals will be scrupulously observed. The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. JSL will log the time and date of receipt of each Proposal. JSL will be the official authority to determine timeliness and responsiveness of the Proposal. Proposals received after the specified time and date will be returned unopened. All Proposals will be opened and reviewed at a later date by JSL’s selection committee.

4. Questions. Questions concerning this RFP must be directed in writing no later than 4:00 P.M.,

Thursday, April 2, 2020, to Mike Bauer at mike@rogerdeanchevroletstadium.com. Include “CM RFP Roger Dean Chevrolet Stadium and Sports Complex Renovation” in the subject line of the e-mail.

5. Supplements to RFP. No oral interpretation of this RFP shall be considered binding. JSL will be bound by information and statements only when such statements are written and included in the executed Contract. Any interpretation, clarification, correction, or change to this RFP may be made only by written addendum, clarification and/or statement issued by JSL (individually, or collectively, as applicable. “Supplement”). As they are issued, all Supplements to this RFP will be provided to the Proposers who have timely expressed interest in this RFP. Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes. It is the sole responsibility of each Proposer to incorporate into its Proposal any Supplements that may have been issued prior to the deadline for receipt of Proposals. JSL shall not be responsible for the completeness of any RFP package not provided directly by JSL in accordance with this RFP.

6. Supplements Must Be Acknowledged. Prior to submission of its Proposal, each Proposer shall ascertain that it has received all Supplements issued. The Proposer shall acknowledge receipt of all Supplements by completing the acknowledgment space provided on the Proposal Certification Form (**Attachment A**).

7. Proposal Submittal Requirements.

a. Proposal Contents. The data, calculations and other contents of the Proposal submitted by the successful Proposer may be incorporated into a subsequent Contract with JSL; provided, however, in no event shall JSL be bound to any terms and conditions or proposed modifications to the form of Contract included by Proposer with a Proposal except as agreed by JSL in writing and included in the Contract or amendment thereto.

b. Staffing. It shall be understood that it is the intent of JSL to insist that those indicated as a part of the Proposer’s team in its Proposal actually execute this Project and that the project manager for the Construction Manager identified in the Proposal be continually involved with this Project during the pre-construction and construction phases, unless agreed to the contrary in writing by JSL, or their employment with Proposer is terminated.

c. Required Information. Each Proposer must submit this required information. Failure to submit the required information or to completely fill out any of the required forms may result in the rejection of the Proposal. **Proposals shall be compiled and tabbed in the order listed below, shall include a table of contents, and hard copies shall be bound or placed in a three ring binder.**

1) Table of Contents.

2) Letter of Intent from a surety meeting the requirements of this RFP and the Contract (the “Surety”) indicating the Proposer’s bondability for this Project under any subsequent Contract. The Surety shall acknowledge that the Proposer can be bonded for the full amount of \$86,000,000. The surety must be currently listed

with the United States Treasury for an amount greater than ten (10) times the Construction Budget Limitation.

3) Proposal Certification Form (Attachment A).

4) Addendum to Proposal Certification Form (Attachment A-1)

5) Related Experience: List projects which best illustrate the experience of Proposer and staff which will be assigned to this Project under a subsequent Contract. The project list should emphasize the successful completion of projects comparable in design, type and scope to this Project. List no more than ten (10) projects, and do not list projects which were completed more than ten (10) years ago. Provide the following information for each project in this list:

- i. Name and location of the project.
- ii. The nature of Proposer's responsibility on the project including project delivery method.
- iii. Provide the name, address, phone number, and e-mail address of an owner's representative and architect's representative who can be contacted to provide a reference.
- iv. Size of project (square footage of project).
- v. Construction cost.
- vi. Present status of the project; date project was completed or is anticipated to be completed.
- vii. Key professionals involved on the listed projects who would be assigned to this Project under any subsequent contract.

Provide a secondary list of all projects in Florida which exceed \$5 Million in cost, started in the past 5 years with project owner (and primary contact), name, location, and construction cost.

6) Claims and Litigation History: List all claims, arbitrations, administrative hearings, lawsuits or criminal proceedings brought by or against the Proposer or its affiliates during the last ten (10) years. The list shall include the name of the project over which the dispute arose, a description of the amount in dispute and the subject matter of the dispute. Do not list workers comp claims.

7) Pre-Construction Services Staff: Includes management, technical and support staff. Provide a project organizational chart that could be used for this Project. Give a brief resume of key persons to be assigned to this Project under any subsequent Contract including, but not limited to:

- i. Name and title.
- ii. Current project assignments.
- iii. How many years with this Proposer? Other firms?
- iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment.

- v. Education and Registrations.
- vi. Other experience and qualifications that are relevant to this Project.
- vii. Present office location.

8) Construction Services Staff: Provide an organizational chart and resumes of the key on-site staff which may be assigned to this Project under any subsequent Contract including, but not limited to:

- i. Name and title.
- ii. Current project assignments and percentage of time for each.
- iii. How many years with the Proposer? Other firms?
- iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment.
- v. Education and Registrations.
- vi. Other experience and qualifications that are relevant to this Project.

9) Project Management Services: Describe the capabilities of the Proposer to provide the technical services required for: Design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), establishing a Guaranteed Maximum Price, cost control, claims management, reporting systems and project close-out.

10) Volume of Previous Work Form (Attachment B)

11) Location of the Proposer's Offices: Provide address of each office from which the Proposer's staff may be assigned to this Project, and list total number of employees by job function in each office, include:

- i. Certification of Business Location Form (Attachment C)**
- ii. Business Tax Receipt from the Palm Beach County Tax Collector**

12) CM Mentor Program: State whether or not the Proposer will participate in the CM Mentor Program on this Project. **If the Proposer intends to participate in the CM Mentor Program on this Project, the Proposer must include in the Proposal a signed MOU between Proposer and the S/M/WBE firm; see CM Mentoring Guidelines, Attachment D.**

13) S/M/WBE Participation:

- i. History of S/M/WBE Participation** - For each project listed in subparagraph 5 above "Related Experience", provide Proposer's history of S/M/WBE participation. Indicate what the original project goal was and what the Proposer achieved.
- ii. S/M/WBE Plan.** Provide the S/M/WBE Plan for this Project. Describe in detail how the Proposer will achieve any mandatory S/M/WBE subcontracting goals applied to the construction phase of this Project.

iii. Proposer’s Commitment to achieving any S/M/WBE subcontracting goal. Each Proposer in its Proposal must specifically commit to achieving any mandatory S/M/WBE subcontracting goal applied to the construction phase of this Project.

14) Conflict of Interest Disclosure Form (Attachment E) completed and signed by the Proposer (and if CM is including an S/M/WBE partner under subparagraph 12 above, then the S/M/WBE partner must also complete and sign a Conflict of Interest Disclosure Form).

15) Financial Proposal Form (Attachment F) completed and signed by the Proposer.

16) Exceptions to JSL Form Contract. Provide a summary of any requested changes to the form of Contract attached as **Attachment H**.

17) Copies of S/M/WBE certificates for firms that are certified as S/M/WBEs.

18) EBO Schedules 1 and 2.

19) Other information that may be appropriate.

B. CRITERIA FOR SHORTLISTING AND FINAL SELECTION OF FIRMS

1. Short List Committee. A Short List Committee will review and evaluate each Proposal based upon the criteria set forth below. At least three Proposers will be short listed.

2. Final Selection Committee. The short listed Proposers will make presentations to and be interviewed by a Final Selection Committee. The final selection committee will evaluate each short-listed Proposer’s Proposal and presentation based on the criteria set forth below.

3. Scoring. Each criteria will be scored and when the scores awarded for all criteria are totaled, the scores will be tabulated and added to achieve the total points awarded to each Proposer. The total points awarded to each Proposer will be ranked with the highest point total ranked 1, the next highest points total ranked 2, etc. The ranking of each Proposer will be tabulated from each committee member and combined with other committee members to determine the total score for Proposer.

4. Evaluation Criteria. Proposals that are determined by JSL to be responsive to this RFP, will be evaluated by JSL’s selection committees based on the following criteria:

SHORT-LIST SELECTION CRITERIA (Competitive Proposal Selection Process)	POINT VALUE
1. Related Building Experience – Areas of Consideration: Successful completion of projects comparable in design, type and scope; Recommendation of previous owners and architects; Other similar factors including litigation history.	25

- 2. Pre-Construction Services Staff** – Areas of Consideration: General and specific project related capability of Proposer’s pre-construction services staff including depth and abilities of the organization which it can draw upon as needed; includes management, technical and support staff. **15**
- 3. Construction Services Staff** – Areas of Consideration: Ability and experience of the proposed construction services staff with specific emphasis on project related experience. **10**
- 4. Volume of Previous Work** – amount of construction management work awarded or funded by the County in the past 6 years with the objective to distribute the work among qualified Proposers. **10**
- 5. Location of Firm’s Offices** where work will be accomplished. **5**
- 6. Pricing** - The Proposer with the lowest overall price will receive the maximum number of points listed, and proposals with higher prices will receive fewer points based on how much higher they are than the lowest price. **20**
- 7. EBO Program - Evaluation Preferences as applied by the GSC** **15**
SBE Evaluation Preference for Mentoring: 5 points for CM/SBE Partner
SBE Evaluation Preference for SBE Participation: up to 10 points for SBE Participation Plan

FINAL SELECTION CRITERIA (Competitive Proposal Selection Process) POINT VALUE

- 1. Qualifications of the Proposer** - Areas of Consideration: Successful completion of similar projects using the construction management process; recommendation of previous owners and Architects; Other similar factors including litigation history. **20**
- 2. Proposed Project Staff and Functions** – Areas of Consideration: The Project Management team’s experience with similar projects, with public projects, and overall Construction Management experience; Recommendations from previous JSLs and Architects. **25**
- 3. Comprehensive Project Management Services** – Areas of Consideration: ability and history of the Proposer and its staff to deliver projects using effective management tools and techniques; Proposer's scheduling system and cost control system including methods for assuring subcontractors’ adherence to schedule; ability of Proposer to hold to original schedules and budgets; Proposer’s approach to establishing a guaranteed maximum price including methods of cost control and reporting systems. **5**
- 4. Volume of Previous Work** – amount of construction management work awarded or funded by the County in the past 6 years with the objective to distribute the work among qualified Proposers. **10**
- 5. Location of Proposer’s Offices** where work will be accomplished. **5**
- 6. Pricing** - The Proposer with the lowest overall price will receive the maximum number of points listed, and proposals with higher prices will receive fewer points based on how much higher they are than the lowest price. **20**
- 7. EBO Program - Evaluation Preferences as applied by the GSC** **15**
SBE Evaluation Preference for Mentoring: 5 points for CM/SBE Partner
SBE Evaluation Preference for SBE Participation: up to 10 points for SBE Participation Plan

C. EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

1. Policy. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the “Board”), which policy is applicable to the Project, that all segments of its business population,

including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (the "EBO Ordinance"), which sets forth the County's requirements for the EBO program, and which is incorporated in this solicitation. A Proposer must comply with the requirements contained in this section for a Proposer to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation and shall have precedence over other provisions of this solicitation in the event of a conflict.

2. Affirmative Procurement Initiatives (APIs). Proposals will be evaluated based on the selection criteria set out in this RFP in **Section B** which includes points for CM mentoring and for the Proposer's S/M/WBE participation plan. A Proposer is prohibited from making an agreement with any SBE where the SBE promises not to provide services to other firms submitting proposals. The APIs applicable to the construction phase of this Project, including any mandatory SBE or M/WBE goal(s) for the construction subcontracts, will be determined by the County's Goal Setting Committee prior to the finalization of the GMP Amendment. It is anticipated that at least a mandatory minimum SBE subcontracting goal of 20% will be applied to the construction phase of this Project. However, depending on the availability of S/M/WBEs at the time of subcontractor bidding, the County's Goal Setting Committee may apply a higher or lower mandatory SBE subcontracting goal or may apply a mandatory M/WBE subcontracting goal. Proposers should reference section 2.1.13 of the form of Contract attached hereto as **Attachment H** for more information on the County's EBO Program as it applies to the construction phase of this Project.

3. Proposal Submission Documentation. If the Proposer is proposing S/M/WBE participation on the CM services, such as CM mentoring, or if the Proposer is an S/M/WBE then completed EBO Schedules 1 and 2 must be submitted with the Proposal. For the construction phase of this Project, the successful Proposer will be required to submit completed Schedule 1 and 2s on all construction subcontractors prior to the GMP Amendment.

4. Office of EBO Contact. If a Proposer has questions about the County's EBO Program please contact the County's Office of EBO. The Office of EBO contact for the Project is Deirdre Kyle, Small Business Development Specialist III, phone 561-616-6854, email DKyle@pbcgov.org

D. TERMS AND CONDITIONS

1. Rejection of Proposals; Waiver of Irregularities. JSL reserves the right to reject any and all Proposals, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate alternative contract terms with the successful Proposer, to disregard all non-conforming, non-responsive, unbalanced or conditional Proposals, or to accept any Proposal which in JSL's sole judgment will best serve the interest of the Project.

2. Withdrawal of Proposals; Clarifications. Any Proposal may be withdrawn until the date and time set above for submission of the Proposals. Submission of a Proposal does not constitute a bid; therefore, JSL reserves the right to cancel, supplement or modify this RFP and/or request clarification or additional information from a Proposer after the deadline for receipt of Proposals.

3. Costs of Preparation; Ownership of Documents. Costs of preparation of a Proposal are solely those of the Proposer and JSL assumes no responsibility for any such costs incurred by the Proposer. All Proposals, including the data, information, calculations and all contents therein, shall become the property of JSL.

4. Limitation. The Proposer understands that the RFP does not constitute an agreement or contract with the Proposer, and no contract rights or remedies shall be deemed to have accrued to Proposer herewith.

5. Disqualification. Any Proposer who submits in its Proposal any information that is determined by JSL, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

6. Due Diligence of Proposer; Non-responsive Proposals. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with Proposers. Failure of any Proposer to comply with this RFP may render the Proposal non-responsive and ineligible from further consideration.

7. Contractor's Licenses Required. The Proposer (and if selected as the construction manager, Proposer's subcontractors of any tier), as regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County, shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the issuance of the Notice to Proceed. The Proposer is required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at time of Proposal submittal. Any Proposal that is submitted by a Proposer that is not properly licensed/certified at the time the Proposal is submitted will be rejected as non-responsive.

8. Occupational License. The Proposer (and if selected as construction manager, for the Project, Proposer's subcontractors of any tier, and specialty contractors) must have a valid Palm Beach County occupational license, except where provisions of F.S. 205.065 apply.

9. Reserved.

10. EEO. The Proposer must be an equal employment opportunity employer. Each Proposer must complete, sign and furnish with its Proposal the statement titled "Statement of Participation in Contracts Subject to Nondiscrimination Clause", which is incorporated in the Proposal Certification Form attached hereto as **Attachment A**. Failure to complete this statement will be cause for rejection of the Proposal.

11. Affirmative Action. Pursuant to Executive Order 11246, as amended, the County does have an Affirmative Action Program in connection with equal employment opportunities. It is recommended that those Proposers who have not initiated an Affirmative Action Program give consideration toward pursuing such programs.

12. Proposer's Representations. Each Proposer by making its Proposal represents that:

a. Public Entities Crimes/Convicted Vendor List. As provided in Florida Statutes 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Proposal or entering into a subsequent Contract or performing any work in furtherance thereof, the Proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform thereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

b. No Contingent Fees. The Proposer warrants that it has not employed or retained any company or person, to solicit or secure this Contract where the Proposer has agreed to pay a fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Contract.

c. No Collusion; No Conflicts. The Proposer does hereby declare that its Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; that the Proposal is in all respects fair and without collusion, fraud, or mental reservations; that no official of the County or any person in the employ of the County is directly or indirectly interested in said Proposal or in the supplies or work to which it relates, or in any portion of the profits thereof; and that Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

d. Non-Discrimination. JSL and the County are committed to assuring equal opportunity in the award of contracts and compliance with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, which is applicable to the Project, the Proposer warrants and represents that throughout the term of any resulting Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

13. Reserved

14. Bond and Insurance Requirements

a. Public Construction Bond. Within five (5) days of the final execution of the GMP Amendment in accordance with a subsequent Contract, the Proposer selected as the construction manager for the Project shall furnish to JSL, on forms provided by JSL the following:

- 1) Public Construction Bond from a Surety in the amount equal to 100% of the GMP, and
- 2) Form of Guarantee.

The Surety issuing such Public Construction Bond must be authorized to issue bonds in the State of Florida and otherwise acceptable to JSL, in JSL's sole discretion shall incorporate by reference all of the terms and conditions of the Contract, including, but not limited, to the Proposer and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the general conditions of the Contract (the "General Conditions").

b. Insurance Requirements. At the time of Contract execution, the Construction Manager shall furnish to JSL certificates of insurance evidencing the existence of current, valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to JSL.

15. Living Wage Ordinance. The Proposer will be required to comply with the County's Living Wage Ordinance found at the Palm Beach County Code Chapter 2, Article IV, Sections 2-147 to 2-150.1.

16. Required Form of Contract. The selected Proposer will be expected to execute a form of Contract, including General Conditions, in the form attached as **Attachment H**. The sample contract is for informational purposes only at this time and is not to be returned with the Proposal. Each Proposer must provide in the Proposal a summary of all requested revisions to the form of Contract.

17. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The Proposer and all Proposer's consultants, contractors and parties participating on the Project shall fully cooperate with the Inspector General including receiving access to records relating to this RFP or any resulting Contract.

18. VSS Registration Required. Each Proposer must register in the County’s Vendor Self Service (“VSS”) at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the Proposer intends to use subcontractors, the Proposer must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS.

E. AWARD OF CONTRACT

1. Notification of Recommended Award. Proposers will be notified of the recommended award within five (5) business days following any such selection.

2. Reserved.

3. Debriefings. After the Notification of Recommended Award has been posted, any unsuccessful Proposer may request a debriefing from JSL by calling Mike Bauer at (561) 630-1840 within five (5) days of the announcement of an award of the Contract. The debriefing may include discussion of scoring and identification of areas where the Proposer’s Proposal or presentation was not competitive, responsive or lacked clarity; so that the Proposer may improve its Proposals to future solicitations. Any audio recordings from the Selection Committee meetings are public records and can be made available upon request.

4. Contract Preparation. JSL will finalize a contract with the firm whose proposal was determined by the selection committee to be the most advantageous.

5. Cancellation of Recommended Award. JSL reserves the right to cancel the recommended award of any Contract at any time before the execution of said Contract by all parties without any liability against JSL. The Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event JSL exercises its rights provided for in this subsection.

F. TIME

Time is of the essence in this RFP and the Contract. The successful Proposer shall enter into a Contract with JSL, shall commence the work to be performed under the Contract on the date set by JSL in the written notice to proceed, shall continue the work with due diligence, and shall achieve timely substantial and final completion of the Project.

G. REQUIRED FORMS

Attachment A Proposal Certification Form

Attachment A-1 Addendum to Proposal Certification Form

Attachment B Volume of Previous Work Form

Attachment C Certification of Business Location Form

Attachment E Conflict of Interest Disclosure Form

Attachment F Financial Proposal Form

**RFP ATTACHMENT A
PROPOSAL CERTIFICATION FORM
CM SERVICES FOR
ROGER DEAN CHEVROLET STADIUM & SPORTS COMPLEX PROJECT
(Proposer must complete, sign and return with proposal)**

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Supplements:

It is agreed that proposer has received and understands all supplements issued by JSL.

The Proposer acknowledges receipt of supplement(s) as follows:

Supplement # ___ dated _____ Supplement # ___ dated _____

Statement of Participation in Contracts Subject to Nondiscrimination Clause:

The Proposer shall complete the following statement by checking the appropriate boxes:

The Proposer has () has not () participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Proposer has () has not () submitted all compliance reports in connection with any such contract, due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Proposer has participated previously in a contract subject to the nondiscrimination clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100, "Employee Information Report, EEO-1" prior to the award of the Contract.

EBO Commitment:

Proposer acknowledges that the APIs applicable to the construction phase of this Project, including any mandatory SBE or M/WBE goals applicable to the construction subcontracts, will be determined by the County's Goal Setting Committee prior to the Guaranteed Maximum Price Amendment. Proposer agrees to comply with said goal(s) if awarded the Contract which shall be deemed material terms of any resulting contract.

Commercial Non-Discrimination Certification:

The undersigned Proposer hereby certifies and agrees that the following information is correct: In preparing its Proposal, the Proposer has considered all proposals submitted from qualified, potential subcontractors and has not engaged in "discrimination" as defined in the County's

Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the subcontractor's, vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for JSL to reject the proposal submitted by the Proposer for this Solicitation, and to terminate any contract awarded based on the Proposal. As part of its proposal, the Proposer shall provide to JSL a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to JSL, the Proposer agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

PROPOSER (firm name): _____

FIRM ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: _____

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

RFP ATTACHMENT A-1
ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to JSL a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

_____ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past four (4) years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: _____ DATE: _____

**RFP ATTACHMENT B
VOLUME OF PREVIOUS WORK FORM**

Firm Name:

Date:

Year (list previous 6 years)	Dollar Amount of CM Contracts Awarded or Funded by the County
Year 1: 20__	\$
Year 2: 20__	\$
Year 3: 20__	\$
Year 4: 20__	\$
Year 5: 20__	\$
Year 6: 20__	\$
TOTAL	\$

The Volume of Previous Work calculation shall be based only on CM contracts awarded or funded by the County to the Proposer as of the submittal date (hard bid awards are not included). CM work for which a firm has been selected but a contract has not yet been awarded shall not be included in the calculation.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

RFP ATTACHMENT C
CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which proposer will produce a substantial portion of the goods or services.

_____ **Non-local:** The Proposer does not have a permanent place of business in Palm Beach County.

II. For Local Businesses: The attached copy of the Proposer's Palm Beach County Business Tax Receipt verifies the Proposer's permanent place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] _____ as

[Title:] _____ of [Name of Firm:] _____

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.

(Signature) (Date) _____

RFP ATTACHMENT D
PALM BEACH COUNTY CM MENTORING GUIDELINES
(For informational purposes do not return with proposal)

PALM BEACH COUNTY CM / SBE PARTNERING GUIDELINES
(Revised March, 11, 2019)

1. BACKGROUND

When the Palm Beach County (“County”) Facilities Development and Operations Capital Improvements Division (“FDO / CID”) requests proposals from Construction Managers (“CM”) to provide services for particular projects, one of the Affirmative Procurement Initiatives (APIs) that may be applied to the solicitation under the County’s Equal Business Opportunity (EBO) Program is evaluation preference points for a CM/SBE partner. (See PPM# CW-O-043 Attachment 3)

2. INTENT

The intent of encouraging CM / SBE partnering on larger construction management projects is to: 1) enhance SBE performance capabilities on County contracts, 2) foster establishment of long-term business relationships between SBE and CM firms and capable subcontractors and suppliers, 3) increase the overall capability of SBE contractors that receive County contract awards, 4) increase SBE contractors’ experience in areas where they have not traditionally performed, 5) raise prime CM firms’ awareness and understanding of the challenges faced by SBE contractors, 6) expand the capabilities and resources available to CM firms by effectively utilizing the skills and experience of SBE contractors, and 7) facilitate the ability of SBE contractors to build capacity toward ultimately serving as CMs on County and other construction projects. These Guidelines are established to fulfill project requirements indicated in the CM solicitation and assist with monitoring and enhancing the CM / SBE partnering efforts and achieving the County’s EBO Program goals.

3. DEFINITIONS

(a) Memorandum of Understanding (“MOU”) is a written document between the CM and the Partnering SBE that meets the requirements of Section 10 hereof.

(b) Prime Construction Manager or CM is a construction management firm that meets the requirements of Section 5 hereof and elects to include in its proposal to the County a CM/SBE partnering arrangement that adheres to these Guidelines.

(c) Partnering Monitor means the employee of FDO designated to monitor the CM and SBE firms’ compliance with the proposal representations memorialized in the MOU.

(d) Project Manager is the County’s representative assigned by FDO / CID to manage the project for the County. The Project Manager will serve as a secondary Partnering Monitor and attend the meeting at the end of the project.

(e) Partnering SBE is a certified SBE contractor that meets the requirements of Section 6 hereof and is the intended recipient of developmental assistance pursuant to the partnering arrangement agreed between the parties on a specific County construction project.

4. ELIGIBILITY TO PARTICIPATE

(a) In order for a CM to be eligible for the incentives described in Section 7 below, the CM must meet the requirements of Section 5 hereof and must execute an MOU to provide appropriate developmental assistance to a Partnering SBE.

(b) A CM / SBE partnering arrangement requires the SBE to be a subconsultant under the CM's prime contract with the County for the subject project.

(c) A Partnering SBE's participation in the partnering arrangement described herein shall not affect the SBE firm's eligibility to seek other prime contracts or subcontracts.

5. ELIGIBILITY OF CM FIRMS

(a) A CM must be a construction management firm with annual gross revenue greater than \$9 million and otherwise meets the requirements of the County RFP/solicitation.

(b) Besides meeting all the requirements (capability, license, insurance, bonding, etc.) needed to adequately respond to an individual County project RFP, the CM must be able to provide developmental assistance (as described in the MOU) to the Partnering SBE.

(c) The CM must participate in any meetings with the Partnering SBE and the Partnering Monitor and complete a Final Report, which will include a "Lessons Learned" section.

6. ELIGIBILITY OF PARTNERING SBE FIRMS

(a) To participate, the Partnering SBE must be:

1. a certified general contractor or certified building contractor;
2. a Palm Beach County certified SBE; and
3. willing and able to meet the agreed upon requirements and goals established by the MOU, the subconsulting agreement to be entered into with the CM and any other applicable project requirements that may be included in CM's contract with the County.

(b) A CM will select an eligible Partnering SBE expressing its interest to participate as a Partnering SBE in accordance with the requirements of a County project's RFP and related CM contract. The Partnering SBE firm must be willing and able to perform as a subconsultant utilizing an agreement substantially similar to the CM's standard subconsultant agreement as it relates to the CM contract with the County.

(c) CM firms may have more than one Partnering SBE if the situation is determined to be beneficial

to the project.

7. INCENTIVES FOR THE CM

(a) Under the EBO Program, the County's Goal Setting Committee (GSC) may apply an RFP evaluation preference of up to 5% of the evaluation points for a CM who proposes a CM/SBE partnering arrangement in its response.

(b) When applicable, the CM's proposal must comply with Sections 4 and 5 herein in order to receive the incentive(s) described in this section, and the CM must include with its RFP response an executed MOU that includes the information described in Section 10 below.

8. COMPLIANCE VERIFICATION / MEASUREMENT OF SUCCESS

The CM / SBE partnering arrangement will be monitored by the Partnering Monitor. The Partnering Monitor will attend semi-annual meetings and a final meeting with the participating firms, where the participating firms will review the activities of the partnership and attempt to determine whether:

(a) the plan established by the initial MOU is still valid or whether adjustments should be made and if so, what adjustments should be made;

(b) that both the CM and Partnering SBE are actively participating and performing the duties in accordance with the MOU;

(c) that the individuals assigned to their project roles by the CM and Partnering SBE are still engaged and relevant to the MOU;

(d) that the CM and Partnering SBE are reasonably satisfied with the arrangement.

At the end of the project the CM and Partnering SBE shall complete a Final Report on the partnership that can be used to evaluate the success of the CM / SBE relationship. The Final Report should demonstrate that a reasonable effort was made by the CM and Partnering SBE to carry out the activities and expectations of the initial or adjusted MOU and the established goals were reasonably accomplished.

9. PROPOSAL PROCESS

If the County's GSC applies an RFP evaluation preference of up to 5% of the evaluation points for a CM who proposes a CM/SBE partnering arrangement in its response, then a participating firm must include with its proposal an executed MOU that includes the minimum information described in Section 10 below.

The County's GSC may also apply an RFP evaluation preference of up to 10% of the evaluation points for the proposer's SBE participation plan. If such an evaluation preference is included in the RFP, then a proposer must include in its response 1) the firm's history of SBE participation on prior government or private sector projects; 2) the firm's SBE participation plan which explains

how the firm will achieve applicable subcontracting goals when construction subcontracts are let, and 3) the firm's commitment to achieving applicable subcontracting goals.

10. MEMORANDUM OF UNDERSTANDING (MOU) CONTENTS

In an attempt to establish a minimum standard for its contents, the MOU must contain the following information:

(a) Name, mailing address and telephone number of the CM and Partnering SBE and the name, telephone number, e-mail address and position title within both firms of the person responsible for the firm's participation in accordance with the MOU.

(b) Appropriate documentation indicating that the Partnering SBE meets the requirements of Section 6 hereof.

(c) Based on the needs of the Partnering SBE and the requirements of the project and the CM's contract with the County, the firms must list the type of developmental assistance the Partnering SBE will be seeking and which the CM intends to provide.

(d) The names of the individuals from each firm that will be active participants on the project, their roles as it relates to the management staff for the project and the areas of practice or project activities that the partnership is seeking to address under the MOU.

(e) Indicate the duration of the individual's assignment if not planned for the entire duration of the project.

(f) The anticipated dollar value or percentage of the applicable portion of the CM firm's contract, its basis and the anticipated scope of services that will be performed by the Partnering SBE.

(g) The proposed frequency of meetings between the CM and Partnering SBE as well as the proposed topics of discussion and documents to be reviewed at those meetings.

11. LIMITATION

The MOU and subconsultant agreement define the relationship between the CM and Partnering SBE only, the anticipated activities and roles relative to the project, and the developmental goals the arrangement is seeking to achieve. The MOU and subconsultant agreement do not create any privity of contract or contractual relationship between the CM and the County nor the Partnering SBE and the County.

12. DEVELOPMENTAL ASSISTANCE

The forms of developmental assistance a CM can provide to a Partnering SBE may include, but are not limited to:

(a) Guidance on a company-to-company level relating to the construction management project delivery method, learning industry best practices and to fulfilling contractual requirements of the Project. Suggested items would be:

- (1)** Safety training, the importance of management commitment to safety, establishing safety culture and proper jobsite planning;
- (2)** Preconstruction activities such as estimating, scheduling, document and constructability review, guaranteed maximum price development and the importance of their accuracy to the project;
- (3)** Project management best practices, logistics planning, document logs, efficiency and time management, meetings, reporting, change management process, keeping harmony and promoting teamwork, subcontractor management, keeping the client satisfied;
- (4)** Cost management, receivables and payables, cash flow, legalities of payment application process;
- (5)** Risk management including insurance and surety bonding requirements and legal matters;
- (6)** Marketing and business development, networking, advertising, contract negotiations, corporate responsibility and outreach;
- (7)** Human resource management, employee recruitment, retention, professional development and discipline.

(b) Guidance on a personal level by assignment of CM personnel for the purpose of training SBE Partnering personnel in similar positions on industry best practices and for activities beneficial to the success of the project.

13. REPORTS

(a) A Final Report must be submitted to the Partnering Monitor by the CM and Partnering SBE at the conclusion of the project.

(b) The CM and Partnering SBE shall summarize the assistance provided and to indicate if the established goals in the initial or adjusted MOU were achieved.

(c) The CM and Partnering SBE shall submit a “Lessons Learned” evaluation to the Partnering Monitor at the conclusion of the project.

(d) At the conclusion of a project that contains a partnering arrangement, the CM and Partnering SBE shall meet with the Partnering Monitor and Project Manager regarding preparation of the Final Report. Failing to meet and discuss the experience may reflect unfavorably upon the CM or Partnering SBE on future selections for County CM projects.

**RFP ATTACHMENT E
CONFLICT OF INTEREST DISCLOSURE FORM**

CONTRACTOR/SUBCONTRACTOR represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONTRACTOR/SUBCONTRACTOR further represents that no person having any interest shall be employed for said performance. By signing below, CONTRACTOR/SUBCONTRACTOR certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONTRACTOR's/SUBCONTRACTOR's judgment or quality of services being provided to the County.

CONTRACTOR/SUBCONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR's/SUBCONTRACTOR's judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR/SUBCONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONTRACTOR/SUBCONTRACTOR.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONTRACTOR/SUBCONTRACTOR would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONTRACTOR/SUBCONTRACTOR shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) _____, as (Title/Position:) _____ of (Name of Firm:) _____ who hereby certifies that any misrepresentation by the CONTRACTOR/SUBCONTRACTOR on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONTRACTOR/SUBCONTRACTOR.

Signature

Date

**RFP ATTACHMENT F
FINANCIAL PROPOSAL FORM
(Proposer must complete, sign and return with Proposal)**

TO THOSE PROPOSERS:

Jupiter Stadium, Ltd. (the "Owner"), in accordance with a use agreement with the Board of Commissioners of Palm Beach County, Florida (the "Board"), is requesting a Proposal from your company to provide the Work as specified in RFP for the Roger Dean Chevrolet Stadium and Sports Complex Renovation Project (the "Project").

By submitting a Proposal, Bidder certifies to have examined the RFP and, in particular, the form of construction manager agreement included as Exhibit H thereof (the "CM Agreement"). Being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, Proposer hereby proposes to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete, within the time allotted as specified, to complete the Project accordance with the requirements of the RFP.

Base Bids:

(All mounts shall be shown in both words and figures; in case of discrepancy, the amount shown in words shall govern.)

Preconstruction Service Work:

Proposer agrees to perform all Preconstruction Services required for the Project described in and pursuant to Section 7.1.1 of the CM Agreement for the amounts set forth below:

Program Estimate:	\$ _____	Dollars (\$ _____)
100% Schematic Design:	\$ _____	Dollars (\$ _____)
100% Design Development:	\$ _____	Dollars (\$ _____)
50% Construction Documents:	\$ _____	Dollars (\$ _____)
Accepted GMP:	\$ _____	Dollars (\$ _____)
Total:	\$ _____	Dollars (\$ _____)

General Conditions Work:

Proposer agrees to be reimbursed for all General Conditions Costs (as defined in Section 6.4 of the CM Agreement) for the Project for the lump sum of _____ Dollars (\$ _____).

Construction Service Fee:

Proposer agrees to the Construction Manager's Fee for the Project as described in and pursuant to Section 1.1.11 of the CM Agreement will be established as _____ percent (_____).

_____%) of the Guaranteed Maximum Price (GMP) if established in accordance with Section 2.1.14 of the CM Agreement or, alternatively, as applicable, for the reduced amount of _____ percent (_____%) of the Guaranteed Maximum Price if Owner elects to establish the GMP by the formula expressed in Section 2.1.15 of the CM Agreement.

Construction Contingency:

If Owner elects to establish the GMP by the formula expressed in Section 2.1.15 of the CM Agreement, the Proposer agrees to establish the Construction Contingency (as defined in the CM Agreement) as _____ percent (_____%).

Project Substantial Completion Date

Proposer agrees that the Project Substantial Completion Date (as defined in the CM Agreement), if established pursuant to Section 2.1.15 of the CM Agreement, will be established on the date _____ (_____) days after Owner delivers to the Construction Manager the 90% Construction Documents (as defined in the CM Agreement), subject to adjustment in accordance with the Contract Documents

Proposer: _____

Authorized Signature: _____

Print Name and Title: _____

RFP ATTACHMENT G

SUMMARY OF MINIMUM REQUIRED ELEMENTS OF THE PROJECT

At a minimum, the scope of the Project will include the following:

Tourism Improvements:

1. Replace existing video scoreboard with two larger scoreboards with higher resolution and updated technology,
2. Upgrade existing sound system,
3. Incorporate Wi-Fi/Distributed Antenna System (DAS) availability to the general public throughout the seating bowl, concourse and practice fields,
4. New group area on the third base line with a second level deck that is interactive (food and beverage, games, and entertainment), which would also include an upgrade and replacement of existing bleacher seats with fixed seating,
5. Upgrade concession stands including front and back of house as well as commissary and install drink rails for fan usage on the concourse,
6. Expansion of the Team Store to create a better experience and more space for general public,
7. Expansion of storage, specifically including the addition of storage areas on first and third base side of the Stadium and increasing the size of the maintenance building so that it can accommodate storage and equipment for the teams and the County for tournament use,
8. Expansion of Visiting Clubhouse for the Stadium,
9. Relocation of bullpens,
10. Install new security system, including video surveillance system, access control system and install an upgraded telephone system throughout the facility,
11. Renovation and expansion of office space available for Stadium operations staff (including the Ticket Office),
12. Improvements to the Press Box areas of both teams for public use,
13. Art in public spaces component will be incorporated, as agreed upon by the parties, consistent with the mission of the Tourist Development Council and County policy,
14. Upgrade and install new batting cages and agility fields (available for use by the County and public per agreed upon terms of New Use Agreement) and expand the facilities to include new theaters/classrooms and education center (available for use by the County and public per agreed upon terms of New Use Agreement) as well as a new restroom facility at the quad, and
15. Relocate on-Site parking spaces to accommodate the Renovation Project provided that they do not reduce the overall number of spaces provided on-Site for employees and player.

Non-Tourism Improvements:

Substantially renovate two new clubhouse/administrative buildings for the Miami Marlins and St. Louis Cardinals to meet current and future Spring Training requirements, which facilities will include the following:

1. Major League Players, Coaches and Clubhouse Staff Locker Rooms,
2. Minor League Players, Coaches and Clubhouse Staff Locker Rooms,
3. Major League and Minor League Staff Offices,
4. Major League and Minor League Training Rooms,
5. Equipment Storage Rooms,
6. Laundry Rooms,
7. Weight Rooms and Associated Training/Strength/Conditioning Facilities,
8. Dining Rooms and Kitchens,
9. Video Coaching Rooms,
10. Administrative Offices, Conference Rooms and Reception Areas, and
11. Media Work Room and Offices.

Budget Requirements

Subject to adjustment at the discretion of JSL, JSL's initial target budget for the Project (the "Project Budget") is \$108,000,000, inclusive of all design, construction, insurance and all other costs associated with the Project (i.e., all "hard" and "soft" costs). A budget cap for the Project will be determined at the conclusion of the Design Development Phase pursuant to Section 7.1.2 of the Contract.

Schedule Requirements

Subject to adjustment at the discretion of JSL, JSL initially plans for the Project to achieve the following milestones:

1. Commencement of design services: February 2020; and
2. Commencement of construction: April 2021, and
3. Completion of all major elements of the Project: February 2022.

**RFP ATTACHMENT H
FORM OF CONTRACT
(For Information Purposes Only, Do Not Return With Proposal)**

CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

This Contract is between **Jupiter Stadium, Ltd**, a Florida limited partnership, hereinafter referred to as “**JSL**” “”and _____, Federal Tax ID Number _____ hereinafter referred to as the “**Construction Manager**” or “**CM**”.

WITNESSETH:

That JSL currently has a use agreement (the “Use Agreement”) with Palm Beach County, Florida (the “County”) for Roger Dean Chevrolet Stadium and Sports Complex, located at 4751 Main St., Jupiter, FL 33458 (collectively, the “Facility”).

That, in connection with an extension of the Use Agreement, JSL will undertake a project to renovate and expand the Facility (collectively, the “Project”).

And in accordance with the Contract Documents (defined below) and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work (defined below) awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, and within the time limit specified in the Contract Documents.

The parties agree that the Contract Documents consist of the following documents, all of which are incorporated herein by reference:

- The Contract and any approved amendments (when executed);
- Special Conditions;
- General Conditions to the Contract;
- Task Orders, GMP Amendment/Work Order and any Change Orders thereto;
- Public Construction Bond and Form of Guarantee;
- Insurance Certificates;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto (the Construction Documents);
- EBO Schedules when completed and submitted.
- Request for Proposal (RFP) and Construction Manager’s Proposal;

ARTICLE 1

GENERAL TERMS

1.1 Definitions. Terms used in this Contract shall have the following meanings:

1.1.1 “90% CD Documents” has the meaning set forth in Section 2.1.2.

1.1.2 “Amendment” means a written instrument approved and executed by the parties

that modifies the Contract.

1.1.3 “API” has the meaning set forth in Section 2.1.13.1(b).

1.1.4 “Architect” means the Architect/Engineer of Record for the Project which will be designated in the special conditions to this Contract.

1.1.5 “Basic Services” means the services described in Article 2 of this Contract.

1.1.6 “Board” has the meaning set forth in Section 2.1.13.1(a).

1.1.7 “Change Order” means written orders to Construction Manager for any changes in accordance with Section GC 65 of the General Conditions.

1.1.8 “Construction Budget Limitation” means Eighty Six Million Dollars (\$86,000,000), including the Construction Contingency, less the Preconstruction Services Fee, the difference of which constitutes the fixed limit of funds available from JSL for the Cost of the Work (including GC Costs) and Construction Manager’s Fee.

1.1.9 “Construction Contingency” means the amount agreed upon in the GMP Amendment or established pursuant to Section 2.1.15 for Construction Manager’s use in accordance with Section 6.3.

1.1.10 “Construction Documents” means the fully developed architectural drawings, construction drawings and specifications describing the size, character, design, construction, materials, finishes, structure and mechanical, electrical and other systems of the Project produced by Architect, including technical specifications, design documents (whether, as applicable, preliminary or final), plans, addenda and Change Orders for the Project.

1.1.11 “Construction Manager’s Fee” means _____ percent (___%) of the Cost of the Work to be paid to Construction Manager as Construction Manager’s fee for overhead (not otherwise included in the General Conditions Costs) and profit for performing the Basic Services.

1.1.12 “Construction Schedule” has the meaning set forth in Section 1.6, and may be used interchangeably with the term “Master Project Schedule”.

1.1.13 “Construction Team” means JSL, the Architect and the Construction Manager.

1.1.14 “Contract” means the Contract as defined on page one hereof.

1.1.15 “Contract Sum” means Guaranteed Maximum Price for the Project, and the terms will be used interchangeably.

1.1.16 “Contract Time” means, collectively and subject to modification by Change Orders, the dates established pursuant to the Contract Documents for Construction Manager to achieve Substantial Completion, final completion and all other interim

milestone dates, including, without limitation, the Project Substantial Completion Date.

1.1.17 “Contractor” or “Construction Manager” or “CM” the terms will be used interchangeably and means the company named in the initial paragraph of page one of this Contract

1.1.18 “Cost of the Work” has the meaning set forth in Section 8.1.

1.1.19 “County” means Palm Beach County.

1.1.20 “EBO Ordinance” has the meaning set forth in Section 2.1.13.1(a).

1.1.21 “EBO Program” has the meaning set forth in Section 2.1.13.1(a).

1.1.22 “General Conditions Costs” has the meaning set forth in Section 6.4.

1.1.23 “GC Lump Sum” means [Insert Amount], which is the full amount of reimbursement for which Construction Manager is entitled for General Conditions Costs and any and all other overhead or general expenses for the Project, including profit thereupon, except as may be expressly included in Article 8, herein, as the “Cost of the Work”.

1.1.24 “Guaranteed Maximum Price” or “GMP” the terms will be used interchangeably, means the amount calculated for the Project in accordance with Article 6 hereof, and accepted by JSL, as the maximum compensation to which Construction Manager may be entitled to receive from JSL to provide all Work in accordance with the Construction Documents, and includes, without limitation, all Cost of the Work, including General Conditions Costs and the Construction Manager’s Fee and any and all other costs and expenses to complete all Work for the Project, subject to additions and deductions by Change Orders. The GMP does not include the Preconstruction Services Fee.

1.1.25 “GMP Amendment” means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for the Project; the GMP Amendment may be issued as a Work Order or an Amendment depending on the value thereof.

1.1.26 “GMP Formula Amount” means the sum obtained utilizing the formula set forth in Section 2.1.15.1 of this Agreement.

1.1.27 “GMP Pricing Documents” has the meaning set forth in Section 2.1.14.

1.1.28 “GMP Proposal” has the meaning set forth in Section 2.1.14.

1.1.29 “JSL” means Jupiter Stadium, Ltd.

1.1.30 “JSL’s Representative” has the meaning set forth in Section 4.1.

1.1.31 “Liquidated Damages” has the meaning set forth in Section GC 79 of the General

Conditions.

1.1.32 “Preconstruction Services Fee” has the meaning set forth in Section 7.1.1.

1.1.33 “Project Substantial Completion Date” means the date established by the GMP Amendment as the date upon which the Construction Manager shall achieve Substantial Completion of the Work.

1.1.34 “Subcontractor” means Trade Contractor, and the terms will be used interchangeably.

1.1.35 “Substantial Completion” or “substantially complete” means the condition of the Work being essentially complete to JSL’s satisfaction in accordance with the Contract Documents, such that the Project is ready for full occupancy, operation and/or use without material inconvenience or discomfort to JSL, its patrons or sponsors, and all certificates, licenses and permits required by all applicable laws have been obtained. For purpose of determining Substantial Completion, a minor amount of Work, as determined by and at the sole discretion of JSL, such as installation of non-essential accessories or items, an insignificant amount of painting, minimal replacement of defective Work, negligible adjustment of controls or systems will not delay the determination of Substantial Completion, and JSL may specify areas of the entire Work or Project to be individually adjudged as substantially complete.

1.1.36 “Task Order” means an Amendment to the Contract that authorizes pre-construction services for the Project.

1.1.37 “Trade Contractor” means the affiliates, trade contractors, vendors, suppliers, subcontractors and consultants hired by the CM to perform the Work for the Project.

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

1.1.39 “Work Order” means an Amendment to the Contract that authorizes construction services for the Project.

1.2 Standard of Performance. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with JSL and Architect in furthering the interests of JSL. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of JSL.

1.3 The Construction Team. The Construction Manager, JSL, and the Architect (the “Construction Team”) will cooperate together through construction completion for the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make JSL liable for the acts or deeds of

the Construction Manager.

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

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

It is a business organization duly organized, validly existing and in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;

It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

1.6 Time is of the Essence.

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to JSL.

Construction Manager acknowledges and recognizes that the Work for the Project must be performed in accordance with the project schedule developed for the Project in accordance with Article 5 hereof and General Condition 47 of the Contract (the "Construction Schedule").

By signing this Contract, the Construction Manager agrees to the assessment of liquidated damages as provided in Exhibit A hereof.

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract

with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the County for consideration of an extension in accordance with the General Conditions of the Contract.

1.7 Complete Functional Project. It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Construction Manager shall comply therewith. The County shall have no duties other than those duties and obligations expressly set forth within the Contract.

1.8 Governing Order. The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. This Contract and any Amendments to this Contract including Task Orders, GMP Amendment/Work Order and Change Orders thereto
2. EBO Schedules
3. Special Conditions
4. General Conditions
5. Insurance Certificates, Public Construction Bond and Guarantee
6. The Construction Documents (when approved)
7. The RFP
8. The Construction Manager's Proposal

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

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

ARTICLE 2

CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 Phases. The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services for the Project.

2.0.1 CM's Project Manager. Unless agreed to the contrary in writing by JSL, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the pre-construction and construction phases for the Project.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with JSL and Architect in maintaining the project budget and project scope for the Project. The Construction Manager shall perform the following preconstruction services:

2.1.1 Design Team Meetings. CM shall meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

2.1.2 Reports Required. CM shall provide (a) preconstruction deliverables consisting of 7 copies of reports at the following intervals: one hundred percent (100%) completion of schematic design, one hundred percent (100%) completion of 100% design development, fifty percent (50%) completion of Construction Documents, and ninety percent (90%) completion of Construction Documents ("90% CD Documents"); and (b) the GMP Proposal in accordance with Section 2.1.14 hereof. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

2.1.3 Design Reviews. CM shall review designs during their development as to constructability, including without limitation bringing to JSL's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both JSL and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. CM shall proactively advise the Architect with regard to the most effective approach for designing the Project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. CM shall provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining JSL's design objectives. CM shall conduct the comparisons and reviews required by General Condition (GC) 19.

2.1.4 Construction Feasibility Meetings. CM shall attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements,

selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

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

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

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

2.1.7 Cost Estimates. Based on design documents, CM shall prepare for JSL's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. CM shall update and refine this estimate as the Architect prepares each design phase of the Project (DDs, CDs). CM shall advise JSL and the Architect if it appears that the construction cost may exceed the project budget. CM shall make recommendations for corrective action.

2.1.8 Specification Review. The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

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

2.1.9 Schedule for Building Components and Systems. The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort

to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

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

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

2.1.12 Schedule for Each Trade. CM shall develop a project construction schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. CM shall provide the project construction schedule for each set of bidding documents. CM shall develop a plan for the phasing of construction.

2.1.12.1 Long Lead Items. CM shall establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. CM shall expedite and coordinate delivery of these purchases.

2.1.13 Pre-Qualification of Trade Contractors; Competitive Public Bidding Required. CM shall develop procedures that are acceptable to JSL for the prequalification of Trade Contractors. CM shall provide copies of draft bid documents to JSL. CM shall review draft bid documents with JSL to ascertain that all required contract clauses have been included in draft bid documents. CM shall finalize bid documents after JSL review. CM shall develop Trade Contractor interest in the Project, publicly advertise the project in the local newspaper and advertise on relevant trade industry websites and conduct pre-bid conferences with interested bidders to review the documents. The CM shall work closely with the staff of the County's Office of Equal Business Opportunity during the Trade Contractor pre-qualification and bidding phase of the Project in order to identify certified small, minority and women owned businesses (S/M/WBEs) in required trades and to notify such businesses of bidding opportunities. CM shall take competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by JSL in writing, negotiate for the performance of that Work. The Construction Manager shall use its best efforts to encourage certified S/M/WBEs and local Trade Contractors to bid on the Project. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. CM shall analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with JSL and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. CM shall specifically, review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. CM shall maintain records of all pre-award interviews with apparent low bidders.

2.1.13.1 Equal Business Opportunity (EBO) Program.

a. Policy, Program and Enforcement. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the “Board”) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County’s procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the County Code. The EBO Ordinance sets forth the County’s requirements for the EBO program (the “EBO Program”), which is applicable to this Project and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of the Construction Manager from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

b. Affirmative Procurement Initiatives (APIs) Applicable to Construction Phase of this Contract. The County’s Goal Setting Committee will establish the APIs applicable to the construction phase of this Contract, including any mandatory SBE or M/WBE subcontracting goals, prior to the GMP Amendment; and such APIs shall be included in the GMP Amendment to this Contract. It is anticipated that at least a mandatory minimum SBE subcontracting goal of 20% will be applied to the construction phase of this project. However, depending on the availability of S/M/WBEs at the time of Subcontractor bidding, the County’s Goal Setting Committee may apply a higher or lower mandatory SBE subcontracting goal or may apply a mandatory M/WBE subcontracting goal. If the Goal Setting Committee applies SBE or M/WBE subcontracting goal(s) to the project, the Construction Manager may apply an S/M/WBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a certified S/M/WBE’s bid is within ten (10) percent of the lowest non-S/M/WBE bid, in which case the award shall be made to the certified S/M/WBE submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager may apply an S/M/WBE price preference where the subcontract will be awarded to the low bidder responsive to the S/M/WBE requirements provided that such bid does not exceed the lowest responsive bid by more than \$100,000 plus 3% of the total bid in excess of \$1,000,000.

c. Subcontracting Goal Waiver Requests/Good Faith Efforts. If Construction Manager is unable to comply with the subcontracting goal established by the County’s Goal Setting Committee for the bidding of the construction subcontracts, then the Construction Manager must request a waiver or partial waiver from the Office of EBO. Such waiver request shall be made on the required Office of EBO forms and include documentation that demonstrates good faith

efforts were undertaken by Construction Manager to comply with the subcontracting goal on the construction subcontracts. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>.

d. Required Documentation with GMP Amendment. The Construction Manager shall submit completed Schedule 1(list of all Subcontractors, including S/M/WBE participation) and Schedule 2s (Letter of Intent to perform as a Subcontractor, including S/M/WBE Subcontractors) on all construction subcontracts prior to the GMP Amendment. When completed and submitted, the Schedule 1 and Schedule 2(s) shall become material terms of this Contract. The Construction Manager understands that each S/M/WBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the S/M/WBE participation goal. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

e. VSS Registration Required. Construction Manager certifies that it has registered in the County's Vendor Self Service ("VSS") system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Construction Manager must also ensure that all Subcontractors are registered as vendors in VSS prior to the Subcontractor beginning work. All Subcontractor agreements must include a contractual provision requiring that the Subcontractor register in VSS.

f. Required Documentation with Pay Application. Construction Manager is required to submit accurate progress payment information with each pay application regarding each of its Subcontractors, including S/M/WBE Subcontractors.

The Construction Manager shall submit a **Subcontractor Activity Form (Schedule 3)** and **Subcontractor Payment Certification Forms (Schedule 4)** with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the pay application until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Construction Manager and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each Subcontractor to verify receipt of payment.

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

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

g. S/M/WBE Substitutions. Construction Manager will only be permitted to replace a certified S/M/WBE Subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the GMP Amendment. Requests for substitutions must be submitted to the JSL Representative and the Office of EBO for approval. **Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO.** Upon receiving approval of substitution for the S/M/WBE Subcontractor,

the Construction Manager must submit a completed and signed Schedule 2 by the proposed S/M/WBE Subcontractor.

h. Records and Access. The Office of EBO has the right to review Construction Manager's records and interview Trade Contractors and Subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.

2.1.13.2 Local Preferences.

a. General. In the same manner of the Palm Beach County Local Preference Code, a preference will be given to firms having a permanent place of business in Palm Beach County. The Construction Manager may apply this preference when evaluating Subcontractor bids. Local preference means that if the lowest responsive, responsible Bidder is a non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining the local preference. The \$100,000 is a cumulative value for all Subcontractors under one project

b. Definition of Local Business. To receive a local preference, a business must have a permanent place of business in existence prior to the issuance of this Invitation for Bid. A permanent place of business means that the business' headquarters is located in Palm Beach County, or the business has a permanent office or other site in Palm Beach County where the business will produce a substantial portion of the goods or services to be purchased.

A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the business had a permanent place of business prior to the issuance of an Invitation for Bid. A Palm Beach County business tax receipt is required unless specifically exempted by law.

c. Ranking of Responsive Bidders. The ranking of responsive Bidders pursuant to the EBO Program which results in an award to a Bidder in compliance with the EBO Program shall not be re-ordered by the provisions of the Local Preference Ordinance to the extent that the application of local preference would result in an award to a non-S/M/WBE firm.

2.1.13.3 Living Wage Ordinance.

a. General. In connection with the Project, Construction Manager shall comply, and cause Subcontractors to comply, with the Palm Beach County Living Wage Ordinance, as may be amended, which is summarized in this Section 2.1.13.3.

b. Definition. Living wage means a minimum wage of \$12.62 per hour effective October 1, 2019, through September 30, 2020. The living wage is adjusted annually on October 1 as provided for in the ordinance. The Construction Manager and all Subcontractors (collectively, for purposes of this Section 2.1.13.3 only "Employers") shall pay the living wage to all employees directly providing construction-related services.

c. Certification Required. Before entering any Work Order/Amendment under this Contract, the Construction Manager must provide a certificate to JSL and each Subcontractor must provide a certificate to the Construction Manager, stating that it will pay each employee no

less than the living wage. A copy of the certificate must be made available to the public upon request. The certificate form is provided with the Contract Documents.

d. Notice and Posting. The Construction Manager and each Subcontractor shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: “NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least (insert the living wage hourly pay rate, as adjusted) per hour. If you are not paid this hourly rate, contact your supervisor and/or Palm Beach County Procurement and Project Implementation Group at (561) 233-2055.” The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirements will not be required if the employer attaches a copy of the preceding statement to the employee’s first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Employers shall supply a copy of the preceding statement to any employee upon request within a reasonable time. Employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any project covered by this ordinance.

e. Maintenance of Payroll Records. Each employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain: Each employee’s name and address; Each employee’s job title and classification; The number of hours worked each day by each employee; The gross wages and deductions made for each employee; and Annual wages paid to each employee.

f. Reporting Payroll. Every six (6) months each Subcontractor shall certify and file with the Construction Manager certification that all employees who worked on the Project during the preceding six (6) month period were paid the living wage in compliance with this ordinance. Upon JSL’s request, the employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

2.1.14 Construction Manager’s GMP Proposal. JSL will deliver the 90% CD Documents upon completion by Architect and review and approval by JSL, along with a detailed listing prepared by Architect at the request of JSL of all incomplete design elements contained in the 90% CD Documents and Architect’s statement of intended scope with respect to such incomplete elements (collectively, the “GMP Pricing Documents”) to Construction Manager upon the completion thereof. Within thirty (30) days of Construction Manager’s receipt of the GMP Pricing Documents, Construction Manager must, in good-faith, propose and deliver to JSL a GMP for the Project consistent with the GMP Pricing Documents, Construction Schedule, and other Contract Documents (“GMP Proposal”). The GMP proposed by Construction Manager in the GMP Proposal will be the sum of the Cost of the Work (including the GC Lump Sum), the Construction Contingency, and the Construction Manager’s Fee, each of which must be consistent with the Contract Documents and itemized in the GMP Proposal. Construction Manager may provide alternative pricing for each alternative presented by Construction Manager to JSL in accordance with the terms of this Agreement. The GMP must identify, in the Cost of the Work, any applicable federal, state or local sales or use taxes. Construction Manager must provide with the GMP Proposal a written statement of its basis, which must include:

- a. A list of the GMP Pricing Documents, including any drawings and preliminary specifications that Construction Manager used in preparation

of the GMP Proposal;

- b. A schedule of allowances and a statement of the basis for each item;
- c. A list of the clarifications and assumptions made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the GMP Pricing Documents, including, without limitation, a schedule of the issuance dates of the Construction Documents upon which the respective dates of Substantial Completion are based;
- d. The proposed GMP, including a statement of the estimated costs organized by trade categories, the GC Lump Sum, allowances, Construction Contingency, Construction Manager's Fee and all other items that comprise the GMP;
- e. The Construction Schedule, including, without limitation, the proposed Project Substantial Completion Date and all major milestone dates thereof, upon which the proposed GMP is based; and
- f. The surety and amount of the payment and performance bonds required pursuant to the Contract Documents for the Construction Services.

2.1.14.1 Assumptions. All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.14.2 Maintenance of the Construction Budget. In the event that the GMP exceeds the Construction Budget Limitation, JSL reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Project as necessary to maintain the project program and meet the Construction Budget Limitation as follows:

- a. After consultation with JSL, the Construction Manager shall coordinate and cooperate with the Construction Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- b. The Construction Manager shall develop and provide to JSL a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to JSL as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the Construction Budget Limitation.

2.1.14.3 JSL's Right to Reject GMP. JSL has the right to reject any GMP as originally submitted, or as adjusted. In addition, JSL has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

2.1.14.4 Review of Budget, Estimates and GMP. The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and JSL for reasonableness and compatibility with the Construction Budget Limitation. Meetings and negotiations with the Construction Manager will be held to resolve questions and differences that may occur between the Construction Budget Limitation and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by the Construction Budget Limitations or other circumstances, the Construction Manager shall work with JSL to reach a mutually acceptable GMP. Unless, within thirty (30) days after JSL's receipt of such GMP Proposal (a) JSL accepts the GMP Proposal by written notice to Construction Manager, or (b) JSL otherwise comes to an agreed upon GMP with Construction Manager, the GMP Proposal will expire, notwithstanding any acceptance language to the contrary in the GMP Proposal.

2.1.14.5 Acceptance of GMP; Public Construction Bond Required. If the GMP Proposal is accepted, in writing, by JSL, the GMP and its basis will be set forth in the GMP Amendment for the Project. A "Public Construction Bond and Form of Guarantee" on the County's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for the Project. The Public Construction Bond and Form of Guarantee will name the County and JSL as co-obligees.

2.1.14.6 Costs Incurred Prior to GMP Acceptance. Prior to JSL's acceptance of the GMP Proposal, Construction Manager must not incur any cost to be reimbursed as part of the Cost of the Work, except as JSL may specifically approve in writing.

2.1.15 GMP Formula. If JSL does not agree to the GMP Proposal or Construction Manager fails to timely submit a GMP Proposal pursuant to Section 2.1.14, JSL may, in its sole discretion, elect to establish the GMP by operation of this Section 2.1.15 by delivering notice of such election to Construction Manager.

2.1.15.1 GMP Formula Amount. The GMP Formula Amount is the sum of the following:

- a. The sum of the amounts of all Trade Contractor subcontracts, including all allowances;
- b. The GC Lump Sum;
- c. The amount of all Work self-performed by Construction Manager approved by JSL in writing;
- d. The Construction Contingency, which, for purposes of this Section 2.1.15.1, is established as _____ (___%) of the sum of all Subcontracts and JSL-approved Work to be self-performed by Construction Manager, unless otherwise agreed by JSL and Construction Manager; and
- e. The Construction Manager's Fee as modified pursuant to Section 2.1.15.2.

2.1.15.2 Adjustment to CM Fee. If JSL elects to establish a GMP on the basis of this Section 2.1.15, the Construction Manager's Fee will be adjusted to _____ (___%).

2.1.15.3 GMP Amendment; Public Construction Bond Required. Immediately upon JSL's election to establish a GMP pursuant to this Section 2.1.15, JSL and Construction

Manager will enter into the GMP Amendment, which will establish the Construction Budget Limitation as the initial GMP for the Construction Services, unless JSL and Construction Manager agree to an amount less than the Construction Budget Limitation. Construction Manager shall obtain and provide JSL with a “Public Construction Bond and Form of Guarantee” on the County’s standard form in the amount of the Construction Budget Limitation, or such lower amount JSL may approved JSL’s its sole discretion. The Public Construction Bond and Form of Guarantee will name the County and JSL as co-obligees. The GMP Amendment will further provide that once the Subcontracts have been let and bid and JSL has approved all Work to be self-performed by Construction Manager, the final GMP will be the GMP Formula Amount. Notwithstanding anything herein to the contrary, the final GMP may not exceed the Construction Budget Limitation in any event.

2.1.15.4 Substantial Completion Date. The GMP Amendment established in accordance with this Section 2.1.15 shall establish the Project Substantial Completion Date as the date [Insert Number of Days]_____ days after JSL delivers to the Construction Manager the 90% Construction Documents, subject to adjustment in accordance with the Contract Documents.

2.1.16 Changes to Scope Before Finalization of Construction Drawings and Specifications. Construction Manager and JSL recognize that, at the time of execution of the GMP Amendment, the final Construction Documents may not be fully and finally prepared by Architect. Construction Manager acknowledges that it will have had sufficient involvement with the Project to understand the program requirements and Project scope as expressed in the GMP Pricing Documents and, therefore, agrees that it will make no claim against JSL for an increase in the GMP based upon the more fully developed plans, sections or details contained in the Construction Documents, unless the finalized Construction Documents results in a material change in scope that could not be readily inferred from the GMP Pricing Documents.

2.1.16.1 Notice. Construction Manager must provide JSL and Architect notice if Construction Manager believes it is entitled to an increase in the GMP and/or an extension on the Contract Time as a result of a potential change in scope not later than seven (7) days after the condition giving rise to the alleged change in scope should have been recognized or is communicated to Construction Manager, whichever is earlier. Such notice must include a clear and detailed description of the claimed change in scope. Construction Manager’s failure to provide JSL with notice of such Claim within the applicable time frame means that Construction Manager has waived such Claim and must perform all Work associated with the alleged change at issue without an increase in the GMP or an extension of the Contract Time.

2.1.16.2 Adjustments. If Construction Manager provides timely notice of a potential change in scope requiring an increase to the GMP or an extension of the Contract Time, then Construction Manager must, if requested by JSL, prepare and submit specific comments, recommendations and alternatives for modifying the Project in order to achieve the GMP and Contract Time or detailed estimates, quotations or costs to be used in determining the amount of an adjustment to the GMP. Thereafter, JSL will exercise one of the following options: (a) execute a Change Order increasing the GMP by the actual, substantiated increase in the Cost of the Work caused thereby and/or modifying the Contract Time as agreed between JSL and Construction Manager equal to the increases

requested in Construction Manager's notice; (b) execute a Change Order increasing the GMP by the actual, substantiated increase in the Cost of the Work caused thereby and/or modifying the Contract Time partially (i.e., in amounts less than requested by Construction Manager) subject to Construction Manager's right to refer the modification of Contract Time, if any, to dispute resolution as provided in the Contract Documents; or (c) require Architect to revise and modify the Construction Documents to eliminate the change in scope.

2.1.17 Termination Upon Completion of Preconstruction Services. If JSL neither agrees with Construction Manager to a GMP pursuant to Section 2.1.14 nor elects to establish the GMP pursuant to Section 2.1.15, JSL may, in JSL's sole discretion, terminate this Agreement upon notice to Construction Manager.

2.1.17.1 Termination pursuant to Section 2.1.17 will terminate all further services and obligations of Construction Manager, and Construction Manager must accept the amount negotiated for its Preconstruction Services Fee and any Cost of the Work authorized by JSL and reasonably and actually incurred by Construction Manager prior to the termination as its full compensation for any Work or other services. Construction Manager will not be entitled to any further amount for any Work or other services related to this Agreement, including, without limitation, lost profits or other termination damages.

2.1.17.2 Upon any termination, JSL will have the unrestricted right to construct the Project with any contractor or construction manager of JSL's choice, and with the unrestricted right to use, license others to use, the Work. Construction Manager must reasonably cooperate with any such transition to avoid any additional delays, inefficiencies or adverse impact to the Project.

2.1.17.3 The right of termination under this Section 2.1.17 is in addition to the rights to terminate provided elsewhere in the Contract Documents.

2.2 Construction Phase. Unless otherwise authorized by JSL, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces without the prior written consent of JSL. The Construction Manager shall perform the following services:

2.2.1 General. CM shall administer the construction phase as provided in the Contract.

2.2.2 Commencement of Work. CM shall commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment, all permits, and "Notice to Proceed" from JSL.

2.2.3 Award Trade Contracts. CM shall promptly award and execute trade contracts with approved Trade Contractors. CM shall provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to JSL, when requested. The Subcontractor buyout is to be completed within 60 days from NTP and the Construction Contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from JSL.

2.2.4 Management of the Work. CM shall manage, schedule and coordinate the Work,

including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of JSL, Architect and Construction Manager in order to complete the Project in accordance with JSL's objectives of cost, time and quality. CM shall develop and maintain a program, acceptable to JSL and Architect, to assure quality control of the construction. CM shall supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. CM shall provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, JSL shall be the final judge of performance and acceptability.

2.2.5 CM Staff. CM shall maintain exclusively for the Project a competent full-time staff at the project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by JSL and Construction Manager. In such case, JSL shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without JSL's consent. Upon written notice and with reasonable justification, JSL shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to JSL. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 On-Site Authority. CM shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. CM shall identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications on behalf of the Construction Manager. CM shall make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Project Manual. CM shall establish procedures for coordination among JSL, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. CM shall implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Coordination Drawings. CM shall require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 Processing of Shop Drawings. In coordination with the Architect, CM

shall establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

2.2.7 Progress Meetings. CM shall schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. CM shall attend team meetings with the Architect and JSL.

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

2.2.9 Management of Trade Contractors. CM shall determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with JSL and the Architect, CM shall take necessary corrective actions when requirements of a trade contract or a trade contract schedule are not being met.

2.2.10 County Furnished Material. Whenever County Furnished Contractor-Installed materials or equipment are shipped to the project site, the Construction Manager shall notify JSL and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of County Furnished Contractor-Installed work is included within the Guaranteed Maximum Price.

2.2.11 Cost Control. CM shall develop and maintain an effective system of project cost control which is satisfactory to JSL. CM shall revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. CM shall identify variances between actual and budgeted or estimated costs and advise JSL and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Records. CM shall maintain a consistent and accurate accounting system. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment of the Work or as otherwise requested in writing by JSL. JSL shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final payment of the Work.

2.2.12.1 Sales Tax Savings Purchase Program. CM shall administer direct tax savings purchase program (as provided in Section SC 10 of the Special Conditions).

2.2.13 Change Orders. CM shall develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Architect's responsibilities for design, CM shall recommend necessary or desirable changes to JSL and the Architect, review

requests for changes and submit recommendations to JSL and Architect.

2.2.13.1 Change Order Cost Estimates. When requested by JSL or Architect, CM shall promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by JSL, CM shall promptly secure formal written change order proposals from such Trade Contractors.

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

2.2.14.1 Notice of Safety Issues. CM shall promptly notify JSL and, where applicable, JSL's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

2.2.14.2 Safety Meetings. At progress meetings with Trade Contractors, CM shall conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to JSL's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available, upon JSL's request, to JSL's insurance administrator.

2.2.15 Security. CM shall make provisions for project security acceptable to JSL, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Monthly Progress Reports. CM shall record the progress of the Project. CM shall submit written monthly progress reports to JSL and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. CM shall keep a daily log available to JSL and the Architect. CM shall report and record such additional information related to construction as may be requested by JSL.

2.2.17 Hazardous Materials Disposal. The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with JSL. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

2.2.18 Funding Agreements. Construction Manager shall comply with all requirements of funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by JSL.

ARTICLE 3

ADDITIONAL SERVICES

Upon the mutual agreement of JSL and the Construction Manager, and upon written authorization from JSL, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by JSL and the Construction Manager at the time of the additional service request.

ARTICLE 4

JSL'S RESPONSIBILITIES

4.1 JSL's Representative. JSL will designate a representative to act on its behalf (the "JSL's Representative") for the Project. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent JSL in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 Inspector. JSL may retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes.

4.3 Review of CM Deliverables. JSL will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables in a timely manner.

ARTICLE 5

SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within 14 days following the completion of each applicable design phase.

5.2 Construction Phase. The number of days for performance of the Work under the construction phase of the Project shall be established in the Guaranteed Maximum Price Amendment to this Contract.

5.3 Critical Dates Established. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a "Project Substantial Completion Date, a project final completion date and an JSL occupancy date in accordance with the Master Project Schedule, shall also be established by the Construction Team for the Project. The Construction Manager agrees to complete the construction in accordance with the agreed upon Project Substantial Completion

Date, final completion date and JSL occupancy date for the Project. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the Construction Schedule will result in substantial damages to JSL. Liquidated Damages as provided for in the Contract Documents.

5.4 Acceleration of Schedule. In the event JSL desires to accelerate the schedule for any portion of the Work, JSL shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after JSL request, the Construction Manager shall give JSL a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. JSL may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event JSL shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure JSL's approval of such records.

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

ARTICLE 6

GUARANTEED MAXIMUM PRICE

6.1 Establishment of the GMP. The GMP for the Project will be established in accordance with Section 2.1.14 or Section 2.1.15, as applicable. The GMP is subject to modification for JSL changes in the Work as provided in Article 9, herein.

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

6.3 Construction Contingency. In addition to the Cost of the Work, the GMP will include an agreed upon sum as the Construction Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this Construction Contingency prior to the release of funds by JSL. Documentation for use of the Construction Contingency shall be determined by JSL. If trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Construction Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Construction Contingency, however such events shall not be cause to increase the GMP. The Construction Contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) documented scope gaps between trade contractors unless work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions.

The Construction Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

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

6.4 General Conditions Costs. The term "General Conditions Costs" means all of the following costs incurred by Construction Manager in connection with the Project:

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

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

6.4.3 General operating expenses of the Construction Manager's principal and branch offices, other than the field office.

6.4.4 Construction Manager's capital expenses.

6.4.5 All costs for computers, networks, wiring of networks, printers, support, software including project management software system for the Project, e.g., Pro-Log, including fees to have the Architect, JSL and Subcontractors part of the system. .

6.4.6 Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with F.S. 112.061.

6.4.7 Those services set forth in Article 2.2

6.4.8 Expenses such as Internet service fees, long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

6.4.9 Cost of equipment such as field office typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, vehicles and furniture used, purchased or rented by the Construction Manager (and, if applicable Subcontractors and the Architect, if provided by Construction Manager), including costs of installation permits, installation of utilities, utility consumption charges, mobilization, storage and demobilization.

6.4.10 All costs for weekly cleaning the Construction Manager site office complex as well as the site office complex of Architect, consultants and JSL's representative.

6.4.11 All costs for a complete operational phone system at the Project office complex to support the Construction Manager, Architect, consultants and JSL's Representative. The phone

system must be capable of hosting at least three receptionists, one for each possible tenant, and be capable of voice mail. Long distance charges will be the responsibility of the party making such call. At a minimum, Construction Manager must include 8 phone lines for the complex, Internet access, one DSL or T1 line or equal, and a dedicated fax lines or additional lines as the Construction Manager or JSL's Representative may require.

6.4.12 All costs for copiers, fax machines, postage, overnight express mail, maintenance on the copier machines, copier paper, disposable office supplies, pens, pencils, paper, markers, binders, etc.

6.4.13 All costs for water for office personnel, coffee and other provisions for office complex, lunches for meetings and miscellaneous jobsite expenses.

6.4.14 All costs for Construction Manager staff, Architect staff, JSL's Representative's staff and visitors for hardhats, vests, and safety glasses.

6.4.15 Direct project overhead incurred at the jobsite for control, supervision and administration of the Work that is not otherwise a Cost of the Work.

6.5 Payment Requests. Request for compensation for services shall be submitted in detail as requested by JSL in order to approve the fee.

6.6 Certification. By submitting payment requests to JSL, the Construction Manager certifies that all factual unit costs supporting the fees allowable under this Contract are accurate, complete and current at the time of submission; and that any other factual unit costs that may be furnished to JSL in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable. The fees allowable under this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which JSL determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.7 No Inconsistent Positions. The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of the Work and the Contract for the Project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services.

6.8 GMP Adjustments. Adjustments to the GMP will be made as described in the Contract Documents.

6.9 No Overhead and Profit on Construction Contingency. When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the Construction Contingency nor will the Construction Manager be due any additional overhead and profit on the use of the Construction Contingency.

6.10 Cost Savings. All cost savings for the not-to-exceed value of the GMP shall be returned to JSL as part of the net aggregate savings established when final accounting is submitted upon final

completion of the Work, or at such earlier time as agreed to by JSL and the Construction Manager. “Cost savings” are the net difference obtained by deducting from the Adjusted GMP, the expended portions of the documented Construction Manager’s Fee, the Construction Contingency balance and the actual expenditures representing the “Cost of the Work” as defined in Article 8 herein. Liquidated damages, if any, are different from, and are not a part of, this calculation.

ARTICLE 7

PAYMENTS TO CONSTRUCTION MANAGER

7.1 Payments. In consideration of the performance of the Contract, JSL agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

7.1.1 Pre-Construction. For preconstruction services, the total sum amount listed below for such services (the “Preconstruction Services Fee”) which will be paid to Construction Manager in installments at the satisfactory completion of the following phases:

Program Estimate:	\$
100% Schematic Design:	\$
100% Design Development:	\$
50% Const. Docs.:	\$
Accepted GMP:	\$
Total:	\$

7.1.2 Construction. Upon acceptance of the GMP for the Project, the amount established in the GMP Amendment to this Contract, which includes the GC Lump Sum for the “General Conditions Costs” as described in Paragraph 6.4, the Construction Manager’s Fee, and the “Cost of the Work” as described in Article 8, is to be paid monthly as described in the Contract. Unless otherwise provided in the GMP Amendment, the Construction Manager’s Fee will be paid proportionally on a percent complete basis of the Work in place, less retainage.

If Work is authorized only for a part of the Project, the overhead and profit fee shall be proportionate to the amount of Work authorized.

7.1.2.1 Payment of Trade Contractors. Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice. As required by Section 218.735, F.S., within ten (10) working days from receipt of payment from JSL, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor’s work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor’s work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its Subcontractors in a similar manner consistent with Florida Statutes.

7.1.3 Pay Applications. Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions of the Contract and submitted in detail sufficient for a proper audit thereof.

ARTICLE 8

COST OF THE WORK

8.1 Definition. The term “Cost of the Work” shall mean costs, including General Conditions Costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term “wages” as used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

8.2 Cost Items. Cost of the Work includes and is limited to actual expenditure for the following cost items:

8.2.1 Subject to prior approval by JSL, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager’s Fee, in the performance of the Work.

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

8.2.3 Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager.

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

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

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

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal, not including Construction Manager’s office trailers (and those provided by Construction Manager for use by Subcontractors, Architect and JSL’s Representative).

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

8.2.9 Subject to prior written approval by JSL, legal costs reasonably and properly resulting from prosecution of the Work for JSL; provided, however, that they are not the result of the Construction Manager’s own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and JSL or incurred in connection with

disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including Construction Manager's office trailers (and those provided by Construction Manager for use by Subcontractors, Architect and JSL's Representative).

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

8.2.12 Cost of watchmen or similar security services.

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

8.2.14 Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work, not including reproduction of documents in Construction Manager's office (and offices provided by Construction Manager for use by Subcontractors, Architect and JSL's Representative).

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities not owned by the workmen which are employed or consumed in the performance of the Work, not including job site offices.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, not including job site office equipment.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

8.3 Defective Work. No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications.

8.4 Costs Not Reimbursable. Except as otherwise expressly approved by JSL or otherwise permitted under the Contract Documents, costs, expenses and fees Construction Manager incurs in connection with the following will not be Cost of the Work, and no payment will be made by JSL in connection therewith:

- .1 Home and branch office overhead and general expenses of Construction Manager, except as may be expressly included as a Cost of the Work in accordance with Section 8.2;
- .2 Expenses (including interest) of Construction Manager's capital employed for the Project;
- .3 Professional or business licenses of Construction Manager or any Subcontractor;
- .4 Except as directly applicable for performance of the Work hereunder, amounts required to be paid by Construction Manager for federal, state or local income or franchise taxes, sales, use, or gross receipts tax, payroll taxes and state, county and municipal taxes, and fees;
- .5 Costs of repairing or replacing damaged Work that is caused by Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable;
- .6 Cost to repair or replace defective Work resulting from the failure of Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable to perform the Work in accordance with the contract Documents;
- .7 Costs of warranty Work;
- .8 Premiums for payment and performance bonds obtained by Subcontractors and Sub-subcontractors and not approved by JSL;
- .9 Costs incurred to the extent that such costs result in the GMP being exceeded;
- .10 Costs to persuade employees to join, or not to join, any trade union or other association of organized labor or political activity;
- .11 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices or other than the site office, except as expressly included as a Cost of the Work in accordance with Section 8.2;
- .12 Any other costs or expenses not specifically included as a Cost of the Work under Section 8.2 hereof; and
- .13 Any and all costs that constitute General Conditions Costs or that can otherwise be included in the GC Lump Sum.

8.5 Cost Recovery. Whenever Construction Manager has been paid, as a Cost of the Work, amounts that are recoverable from any other source (e.g., a Subcontractor, its insurer or other third parties), Construction Manager must diligently pursue such recovery and must credit JSL with any amounts recovered (less Construction Manager's attorneys' fees and other costs of collection).

8.6 Credits against Costs. JSL will be entitled to a credit for all unused equipment and materials for which Construction Manager has been compensated as a Cost of the Work for the greater of (a) the market value of the unused equipment and materials (in Palm Beach County, Florida) or (b) the salvage value of such equipment or materials, unless JSL elects by providing

Construction Manager notice of JSL's intent to retain such unused equipment and materials. With respect to any equipment rented to the Project for which JSL has paid as a Cost of the Work, and amount equal to the market value of such equipment, JSL will be entitled to a credit for the greater of (a) depreciated market value of the equipment (in Palm Beach County, Florida) following completion of its use on the Project or (b) the salvage value of such equipment.

ARTICLE 9

CHANGES IN THE WORK

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

ARTICLE 10

DISCOUNTS

All quantity discounts shall accrue to JSL. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to JSL.

ARTICLE 11

INSURANCE

The Construction Manager shall provide insurance as required by the General Conditions of the Contract and, as required by and further described in the General Conditions, name JSL and the County as additional insureds.

ARTICLE 12

PERIOD OF SERVICE

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all phases of the Work for the Project, unless otherwise terminated as provided for in the Contract.

ARTICLE 13

INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. This Project is subject to the Inspector General's authority, which includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its

officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Construction Manager shall, and shall cause its, Subcontractors and everyone for whom Construction Manager is responsible, to fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal or any resulting contract.

ARTICLE 14

SCRUTINIZED COMPANIES

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

14.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its Subcontractors, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

14.3 If JSL or County determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract may be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 15

NON-DISCRIMINATION

JSL and County are committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the requirements of which apply to this Project, the Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants,

subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for Subcontractors to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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IN WITNESS WHEREOF, JSL and Construction Manager have made and executed this Contract and, respectively, each has set its hand the day and year written. The Construction Manager represents that it is authorized to execute this Contract on behalf of itself and its Surety.

JSL:

JUPITER STADIUM, LTD.

BY: _____

BY: _____

CONSTRUCTION MANAGER:

By
(Name)

By: _____
(signatory)

(print signatory's name)

It's _____
(print title)

CONTRACT EXHIBIT A

SCHEDULE OF LIQUIDATED DAMAGES

A.1. The Liquidated Damages applicable to the Project are:

- .1 [INSERT APPROPRIATE AMOUNT] per day for each day after the Project Substantial Completion Date through and including the date when Substantial Completion of the Work actually occurs; and
- .2 a lump sum payment of [INSERT APPROPRIATE AMOUNT] if Substantial Completion of the Work occurs on or after the later of (a) [INSERT APPLICABLE DATE] or (b) ten (10) days after the Project Substantial Completion Date;
- .3 [INSERT APPROPRIATE AMOUNT] for each Miami Marlins and/or St. Louis Cardinals' home spring training game originally scheduled by MLB to take place at the Facility after the Project Substantial Completion Date before which Construction Manager does not achieve Substantial Completion of the Project.

A.2. The Liquidated Damages will be cumulative and payable upon demand at the time they accrue.

A.3. The Liquidated Damages will commence on the day after the Project Substantial Completion Date set forth in Section A.1 and will accumulate until the date that Substantial Completion of the Work is achieved.

A.4. If the provisions of this Agreement establishing Liquidated Damages are found for any reason to be void, invalid or otherwise inoperative so as to disentitle JSL from claiming Liquidated Damages for delay, JSL will be entitled to all damages at law or in equity under the terms of this Agreement and applicable law for the Construction Manager's failure to achieve Substantial Completion on or before the scheduled Substantial Completion Date.

**CONTRACT EXHIBIT B
REQUEST FOR PROPOSALS**

SAMPLE

**CONTRACT EXHIBIT C
CONSTRUCTION MANAGER'S PROPOSAL**

SAMPLE

**CONTRACT EXHIBIT D
GENERAL CONDITIONS**

SAMPLE

CONSTRUCTION MANAGER AT RISK SERVICES

CONTRACT CONDITIONS

GENERAL CONDITIONS GC-1 to GC-80

SAMPLE

**GENERAL CONDITIONS
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SAMPLE

GENERAL CONDITIONS

GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of JSL and shall become effective only when signed by all parties.

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

GC 2 INDEPENDENT CONTRACTOR

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

2.2 Construction Manager shall act as an independent contractor and not as the agent of JSL in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and JSL. Construction Manager shall perform all Work in accordance with its own methods subject to compliance with the Contract. Construction Manager represents that all subcontractors' agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that JSL and the County are **intended express third party beneficiaries** of any such subcontract.

2.3 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Construction Manager shall designate a competent, authorized representative acceptable to JSL to represent and act for Construction Manager and shall inform JSL in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority ("CM's Authorized Representative"). At the Preconstruction Conference, Construction Manager shall provide resumes of key personnel for JSL's approval. Construction Manager shall keep JSL informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to JSL shall be made for any emergency Work which may be required. All notices,

determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. JSL will designate an authorized representative who will have limited authority to act for JSL. JSL will notify the Construction Manager in writing of the name of such representative(s) ("JSL's Authorized Representative"). Any work performed by the Construction Manager without proper authorization is performed at the Construction Manager's risk, and JSL shall have no obligation to compensate the Construction Manager for such work. JSL has the right to assign various responsibilities of JSL to JSL's Architect/Engineer of Record, and can do so at any time during the duration of this Contract with written notice to the Construction Manager. The Construction Manager agrees to cooperate with JSL's Architect/Engineer.

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

GC 4 NOTICES

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

OWNER: Jupiter Stadium, Ltd.
Attn. Dan Good, Co-Chairman
4751 Main St.
Jupiter, FL 33458

Jupiter Stadium, Ltd.
Attn: Caroline O'Connor, Co-Chairman
4751 Main St.
Jupiter, FL 33458

with copy to:

Roger Dean Chevrolet Stadium
Attn. Mike Bauer, General Manager
4751 Main St.
Jupiter, FL 33458

St. Louis Cardinals, LLC.
Attn: Michael E. Whittle
700 Clark Street

St. Louis, MO 63102

AND

Marlins Teamco LLC
Attn: Ashwin Krishnan
501 Marlins Way
Miami, FL 33125

CONSTRUCTION MANAGER: (To be Identified After Award)

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

GC 5 LAWS AND REGULATIONS

- 5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.
- 5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify JSL in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by JSL as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.
- 5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to JSL who will issue such instructions as may be necessary.
- 5.4 However, it shall not be grounds for a change order that the Construction Manager was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.
- 5.5 JSL shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency.

GC 6 STANDARDS AND CODES

- 6.1 Wherever references are made in the Contract to standards or codes in accordance with

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

GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the Palm Beach County Department of Planning, Zoning, and Building (PZ&B) is a separate department within the County that is charged with the inspection of improvements to real property for code compliance. If the improvements to be made by the Construction Manager pursuant to this Contract will be subject to inspection by PZ&B, the Construction Manager agrees that it will not assert, as a JSL caused delay or as a defense of any delay on the part of the Construction Manager, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's Work.

GC 8 GOVERNING LAW

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

GC 9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

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

9.2 The parties hereby acknowledge and agree that the Board is an intended third-party beneficiaries under this Contract. To the extent that any warranties, guarantees, or indemnifications are provided by Construction Manager to JSL under this Contract, Construction Manager hereby provides to the Board all such warranties, guarantees and indemnifications. Construction Manager has no rights, remedies or other recourse against Board or any party other than JSL arising out of or relating to this Contract. With the exception of the parties indemnified in accordance with Section GC 30 hereof, no person or entity is intended, or shall be construed as, a third party beneficiary to this Contract.

9.3 In any legal action or other proceeding to enforce or interpret this Contract or resolve any disputes between the parties in connection with the Project, the prevailing party will be entitled to recover from the other party its costs and expenses, including reasonable attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals), incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

GC 10 COMMERCIAL ACTIVITIES

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

GC 11 COOPERATION WITH OTHERS

- 11.1 JSL and other contractors and subcontractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with JSL, JSL's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. JSL may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements.
- 11.2 If any part of the Construction Manager's Work depends on proper execution or results from any work performed by JSL or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to JSL any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of JSL's separate contractor's work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Construction Manager unless Construction Manager gives written notice to JSL, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall JSL be liable to the Construction Manager for delay damages.

GC 12 FORMS AND DOCUMENTS

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

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

- M. Contingency Use Directive
- N. EBO Schedule 3
- O. EBO Schedule 4

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

GC 13 PUBLICITY AND ADVERTISING

13.1 Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from JSL.

GC 14 TAXES

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

GC 15 FEES

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

GC 16 UTILITIES

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

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

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

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

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

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

- 19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of the GMP Amendment to the Contract. Construction Manager warrants that the GMP includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.
- 19.2 The Construction Manager represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Construction Manager's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

- 20.1 The Construction Manager shall provide JSL with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Construction Manager shall notify JSL, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with the change, if any. Failure

to provide such notice within thirty (30) days shall be a complete waiver by the Construction Manager of all additional cost and time, and the Construction Manager shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall the Construction Manager recover delay or consequential damages.

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

GC 21 CONTRACT INTERPRETATION

- 21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to JSL for resolution. JSL, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "DISPUTES". The Construction Manager's protest shall state clearly and in detail the basis thereof. JSL will consider Construction Manager's protest and render its decision thereon within twenty-one (21) calendar days. If Construction Manager does not agree with JSL's decision, the Construction Manager shall immediately deliver written notice to that effect to JSL.
- 21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest JSL's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES

- 22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Construction Manager and JSL or JSL's representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of JSL or JSL's representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by JSL or its representatives who shall reduce such decision to writing. The decision of JSL or its representatives shall be final and conclusive. Construction Manager's failure to protest JSL's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.
- 22.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Construction Manager from its obligations to timely perform

the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

GC 23 SUSPENSION

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

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

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

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

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

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

GC 24 DECLARATION OF DEFAULT

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

GC 25 TERMINATION FOR DEFAULT

- 25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligations under this Contract if it:
- A. Performs work which fails to conform to the requirements of this Contract;
 - B. Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
 - C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
 - D. Fails to fulfill any of the terms of this Contract.
- 25.2 Upon the occurrence of any of the foregoing, JSL or its authorized representatives shall notify Construction Manager in writing of the nature of the failure and of JSL's intention to either terminate the Contract for default, or to declare the Construction Manager to be

in default and make demand upon its surety to perform, at its sole option.

- 25.3 If Construction Manager or its surety(ies) does not commence to cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, JSL may, without notice to Construction Manager's surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. JSL may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.
- 25.4 Construction Manager and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.
- 25.5 Upon termination for default Construction Manager shall:
- A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
 - B. inventory, maintain and turn over to JSL all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by JSL for performance of Work;
 - C. promptly obtain cancellation upon terms satisfactory to JSL of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to JSL as directed;
 - D. cooperate with JSL in the transfer of information and disposition of Work in progress so as to mitigate damages;
 - E. comply with other reasonable requests from JSL regarding the terminated Work; and
 - F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.
- 25.6 If, upon termination pursuant to this clause, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

GC 26 TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

Manager.

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

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager's performance of this Contract is delayed at any time in the commencement or progress of the Work by labor disputes, fire, unusual delay in deliveries, weather, unavoidable casualties or other causes not reasonably foreseeable on the date the Work commenced and that are beyond Construction Manager's reasonable control ("Force Majeure"), and where such delay impacts the Critical Path, then the Contract Time will be extended by Change Order for a reasonable time in accordance with this Section GC 27, but the Contract Sum shall not be changed. Construction Manager shall use its best efforts to remove, relieve and/or minimize the effect of any delay, whether caused by any event of Force Majeure or other causes of delay.

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

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

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

- 1. All schedule updates, submittals and other requirements of this General Condition have been met;
- 2. The delay must be beyond the control of the Construction Manager and subcontractors and due to no direct or indirect fault of the Construction Manager;
- 3. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;
- 4. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for JSL initiated changes. Float time is not for the exclusive use of either the Construction Manager or JSL; and
- 5. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be

documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 JSL's determination as to the total number of days of contract extension will be based upon the Construction Schedule current at the time of the delay event.

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

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

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

GC 28 WARRANTY

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

28.2 Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail)

from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. In the event that JSL assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if JSL has exclusive use of the area. If JSL does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from JSL of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to JSL.

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

28.5 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, JSL may perform or cause to be performed the same at Construction Manager's expense.

Construction Manager shall perform such tests as JSL may require verification that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

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

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

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

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

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

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

GC 29 PATENT INDEMNITY

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

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

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

GC 30 INDEMNITY

30.1 Construction Manager shall indemnify and hold harmless JSL, JS Stadium Inc., Jupiter Hammerheads Baseball Club, Inc., Palm Beach Cardinals, LLC, Marlins Teamco LLC, Marlins Funding LLC, Marlins Holdings LLC, St. Louis Cardinals, LLC, the Board, each of their parents, subsidiaries, and affiliates, and each of their respective shareholders, owners, officers, directors,

members, partners, representatives, contractors, subcontractors, licensees, agents, and employees, assigns, and insurers from and against any and all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of or in connection with (a) any breach of the Contract by Construction Manager, (b) the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager or Subcontractor(s) in the performance of this Contract, (c) any claim that the services provided by Construction Manager hereunder infringe or otherwise violate the intellectual property rights of any third party, (d) any and all liens, (e) claims of Construction Manager's employees, consultants and Subcontractors, or anyone claiming to be an employee or consultant or subcontractor, relating to the services provided hereunder, and (f) claims for which Construction Manager is required to indemnify JSL and County in accordance with Section GC 29.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Construction Manager further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

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

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

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

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

GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract', the Construction Manager shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table in Section 31.15, below. Construction Manager shall deliver to JSL certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt

of Notification of Intent to Award, but in any event, prior to execution of the Contract by JSL and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

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

31.2 Commercial General Liability. Construction Manager shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis.

31.3 Business Automobile Liability. Construction Manager shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Construction Manager not own any automobiles, the business auto liability requirement shall be amended to allow the Construction Manager to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

31.4 Worker's Compensation & Employer's Liability. Construction Manager shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Construction Manager's Worker's Compensation insurance policy. Construction Manager agrees this coverage shall be provided on a primary basis.

31.5 Additional Required Insurance. The Construction Manager shall agree to maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of equipment for which each insurance coverage described below have been designed specifically to provide coverage for:

31.5.1 Watercraft Liability. With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Construction Manager shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of

endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis.

31.5.2 Aircraft Liability. With respect to any of the Work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Construction Manager shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis.

31.5.3 Builder's Risk. JSL will place and maintain (or caused to be placed or maintained), on an all-risk or "special form" policy form (insuring against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, flood, windstorm, earth movement and/or subsidence, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable laws) of builder's risk insurance for the Project. Construction Manager will be responsible for \$25,000.00 per claim deductible under the builder's risk policy for any claim by Construction Manager, a Subcontractor, or other for whose acts Construction Manager may be liable or if the loss is due to vandalism, malicious mischief or theft or the negligence or willful misconduct of Construction Manager, a Subcontractor or other for whose acts Construction Manager may be liable; otherwise JSL will be responsible for the deductible. JSL and Construction Manager must cooperate with each other and jointly adjust and settle any loss insured under the builder's risk insurance. Any loss must be made payable to JSL on behalf of the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause, and JSL will pay to Construction Manager its just share of insurance proceeds received by JSL. Construction Manager must pay Subcontractors their just share of insurance proceeds received by Construction Manager, and by appropriate agreements, written if legally required for validity, must require all Subcontractors and to make payments to their sub-subcontractors in similar manner. Construction Manager must not be responsible for repairing or replacing any property damaged by a casualty loss to be covered by the builder's risk insurance unless Construction Manager is given a Change Order for such Work. JSL waives all rights of action against Construction Manager for loss of use of the Project or any other property, including consequential losses, due to any casualty loss to be covered by the builder's risk insurance.

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Construction Manager shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but JSL and County has any property interest in the Project, or until Construction Manager and JSL mutually consent to the termination, whichever occurs first.

31.5.4 Inland Marine/Transit Insurance. With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Construction Manager shall agree to maintain inland marine property/transit insurance provided the coverage is

not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis. The Construction Manager agrees and understands JSL shall not provide any inland marine or transit insurance on behalf of Construction Manager for loss or damage to work, or to any other property of owned, hired, or borrowed by the Construction Manager.

31.6 Satisfying Limits under an Umbrella Policy. If necessary, the Construction Manager may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. JSL and County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.7 Additional Insured. The Construction Manager agrees to endorse JSL and County as Additional Insureds on each insurance policies required to be maintained by the Construction Manager, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Construction Manager. The endorsement shall read "Jupiter Stadium, Ltd., JS Stadium Inc., Jupiter Hammerheads Baseball Club, Inc., Palm Beach Cardinals, LLC, Marlins Teamco LLC, Marlins Funding LLC, Marlins Holdings LLC, St. Louis Cardinals, LLC, each of their parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, partners, representatives, contractors, subcontractors, licensees, agents, employees, assigns, and insurers, and Palm Beach County Board of County Commissioners". The Construction Manager shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.8 Reserved.

31.9 Waiver of Subrogation. The Construction Manager shall agree by entering into this Contract to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Construction Manager shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

31.10 Right To Review & Adjust. The Construction Manager shall agree, notwithstanding the foregoing, JSL reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, JSL reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, JSL will provide Construction Manager written notice of such adjusted limits, and Construction Manager shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of JSL and County only, and the Construction Manager agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Construction Manager against any loss exposures, whether as a result of the construction Project or otherwise.

31.12 Certificate of Insurance. Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate.

In the event JSL is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Construction Manager shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Construction Manager shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect. JSL shall have the right, but not the obligation, of prohibiting Construction Manager or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by JSL. JSL reserves the right to withhold payment, but not the obligation, to Construction Manager until coverage is reinstated. If the Construction Manager fails to maintain the insurance as set forth herein, JSL shall have the right, but not the obligation, to purchase said insurance at Construction Manager's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify all additional insureds in accordance with the Contract Documents for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate Project name and Project number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any

policy that may expire during the term of this Contract.

5. Shall clearly identify “Jupiter Stadium, Ltd.” and “Palm Beach County” endorsed as Loss Payees on the Builder’s Risk and any Inland Marine coverages, if applicable.
6. Construction Manager shall deliver to JSL a certificate of insurance with respect to each required policy to be provided under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates need to show the following as Certificate Holder.

Submit certificates of insurance to:

Jupiter Stadium, Ltd.
Attn. Dan Good, Co-Chairman
4751 Main St.
Jupiter, FL 33458

Jupiter Stadium, Ltd.
Attn: Caroline O’Connor, Co-Chairman
4751 Main St.
Jupiter, FL 33458

With a copy to:

Roger Dean Chevrolet Stadium
Attn. Mike Bauer, General Manager
4751 Main St.
Jupiter, FL 33458

7. Construction Manager shall also deliver original Certificate(s) of Insurance to the following:

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

8. Renewal Policies - The Construction Manager shall promptly deliver to JSL a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to JSL not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Construction Manager shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Construction Manager shall agree to cause each subcontractor employed by Construction Manager with a subcontract valued in excess of one hundred thousand dollars (\$100,000) to purchase and maintain Commercial General Liability insurance of the type specified herein, unless the Construction Manager's insurance provides coverage on behalf of the subcontractor or, upon prior request in writing by the Construction Manager in each instance, JSL approves a subcontractor providing a lower amount of Commercial General Liability insurance, which approval may be provided or withheld at JSL's sole discretion. When requested by JSL, the Construction Manager shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Construction Manager shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE	
TYPE OF COVERAGE	MINIMUM LIMITS
<p><u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than:</p> <p>Additional Insured endorsement required:</p>	<p>\$10,000,000 per occurrence \$50,000,000 excess coverage \$10,000,000 products/completed operations aggregate</p> <p>Yes</p>
<p><u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:</p>	<p>\$5,000,000 per accident occurrence</p>
<p><u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than:</p> <p>Employers Liability Limits:</p>	<p>Statutory but not less than \$1,000,000 per accident and \$1,000,000 per disease/per employee</p> <p>\$100/500/100</p>
<p><u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than:</p> <p>Additional Insured endorsement required:</p>	<p>\$5,000,000 per occurrence</p> <p>Yes</p>
<p><u>POLLUTION:</u> Limit of Liability not less than:</p>	<p>\$5,000,000 per occurrence</p>

INSURANCE COVERAGE & LIMIT TABLE	
Additional Insured endorsement required:	Yes
<u>AIRCRAFT LIABILITY:</u> Limit of Liability not less than:	\$5,000,000 per occurrence
When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than:	\$1,000,000 per passenger
Additional Insured endorsement required:	Yes
<u>BUILDERS RISK (when/if provided by CM):</u> Limit not less than:	100% of the completed total insurable value of the Project.
Endorsement to waive coverage termination from Occupancy Clause.	Yes
Endorsement cover until final acceptance of the Project by Certificate of Occupancy by JSL.	Yes
Additional Insured & Loss Payee endorsements required:	Yes
<u>INLAND MARINE COVERAGE:</u> Limit not less than:	Highest value exposed during the construction Project.
Additional Insured & Loss Payee endorsements required:	Yes

GC 32 SITE CONDITIONS

32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and JSL, physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation made available to the Construction Manager, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during

performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Construction Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents, then notice shall be given to JSL promptly before conditions are disturbed. Should it be determined that such conditions exist and if they differ materially and cause an increase or decrease in the cost of the Work, the CM will receive an equitable adjustment in the GMP or Contract time, or both in accordance with GC 65.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

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

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

GC 35 INGRESS AND EGRESS

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

GC 36 PRECONSTRUCTION CONFERENCE

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

correspondence related to the Contract will be established.

GC 37 MEETINGS

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

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

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

GC 40 WORK AREA

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

GC 41 PLANT, EQUIPMENT AND FACILITIES

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

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

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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

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

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

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

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

GC 43 SUBSTITUTIONS

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

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

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

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

GC 44 EXPEDITING

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

GC 45 FIELD LAYOUT OF WORK

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

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

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

GC 46 DRAWINGS, DATA AND SAMPLES

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

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

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

SIGN
"XYZ Construction Management Company"

DATE

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by the Construction Manager at its expense before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. CM must allow at least 21 calendar days for review by JSL. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work. Construction Manager shall prepare and submit for approval a detailed submittal schedule outlining the required submittals for the Project, the submittal dates due and review durations by JSL/ Architect/Engineer. This schedule shall be incorporated into the Master Project Schedule and updated regularly with the Project Schedule Updates

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

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

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

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

returned to the Construction Manager.

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

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

46.4 Samples

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

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

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

46.5 Catalogues, Data and Certificates

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

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

JSL. JSL will conduct a review of Construction Manager's catalogues, data, and certificates and one copy, marked with the review comments listed above, will be returned to the Construction Manager.

GC 47 CONSTRUCTION SCHEDULE

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

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

47.1.2 The Construction Schedule shall include the following:

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

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

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

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:

- a) Sorted by activity
- b) Sorted by total float
- c) Sorted by early start
3. Precedence and Successor report
4. Narrative report, if requested by JSL's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

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

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

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

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

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

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

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

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

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

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

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
3. Reschedule the Work in conformance with the specification requirements.

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

GC 48 RESPONSIBILITY FOR WORK SECURITY

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

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

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

GC 50 PROTECTION OF EXISTING PROPERTY

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

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

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

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

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

or unauthorized cutting shall be borne by Construction Manager.

GC 51 LABOR

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

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

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

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

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

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

- A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by JSL setting forth provisions of this nondiscrimination clause.

- B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.
- C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by JSL, advising the labor union or workers' representative of the Construction Manager's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by JSL and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.

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

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility For Safety And Health

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

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

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of JSL and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

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

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

Manager.

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

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

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

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

53.2 Protection Of Work And Property; Responsibility For Loss

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of JSL and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of JSL and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. JSL, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the job site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and JSL shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until final acceptance of the Work by JSL pursuant to GC 72, of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including JSL or County furnished supplies, equipment or other

items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

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

- A. is directly due to errors in the Construction Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of JSL (unless (1) the Construction Manager has waived its rights of subrogation against JSL on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager (whether or not required hereunder).
- C. is covered by a Builder's Risk policy maintained by JSL under Section 31.5.3 hereof (subject to Construction Manager's responsibility for any applicable deductible).

53.3 Surface And Subsurface Water

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

53.4 EMERGENCIES

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

53.4.2 JSL may offset any and all costs or expenses of whatever nature, including attorneys' fees,

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

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

53.5 JSL's Standards

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

GC 54 PROJECT SITE PROTECTION

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

GC 55 FIRE PREVENTION

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

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

GC 56 ILLUMINATION

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

GC 57 BEST MANAGEMENT PRACTICES

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

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

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

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

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

GC 58 DUST CONTROL

58.1 The Construction Manager shall, for the duration of the Work, maintain, at its expense, all

excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by JSL will be permitted.

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

GC 59 WATER POLLUTION

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

GC 60 AIR POLLUTION

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

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify JSL immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from JSL. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

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

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

61(a) ASBESTOS NOTIFICATION

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

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

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

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

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

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

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

GC 63 TESTING

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

GC 64 PROGRESS

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

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

GC 65 CHANGES

65.1 JSL may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. Construction Manager shall provide notice to its surety(ies) of all Change Orders.

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

65.3 Construction Manager shall commence such changed Work so that all dates set forth in Construction Manager's current Construction Schedule as accepted by JSL will be met. In the event of an emergency which JSL determines endangers life or property, Construction Manager shall immediately commence such changes as required by JSL in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle JSL to invoke the provisions of GC25 entitled TERMINATION FOR DEFAULT.

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

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

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by JSL).

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

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

with such change.

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

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

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

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

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

reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

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

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

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

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

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

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

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

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

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

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

may be added to the estimated Change Order costs for changes in the Work shall be as follows:

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

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

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

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

2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

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

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

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

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

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

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

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

B. Specifications:

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

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

C. Manuals and Training:

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

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

3. Training: Where JSL training is required by the technical specifications, Construction Manager shall video and audio record the training and provide JSL with one copy of recording.

D. Endorsement:

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

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

E. Fixed Asset Equipment and Fixture Information:

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

GC 67 MEASUREMENT OF WORK FOR PAYMENT

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

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

Progress Payments for "general conditions will be based on the percentage of Work completed to date, except Bonds and Insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed.

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

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

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

2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by JSL, it shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

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

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

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

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

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

GC 68 PROGRESS PAYMENT PROCEDURES

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

Prior to the initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and JSL.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.

4. Project schedule.

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

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

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to JSL's instructions. Otherwise, the Construction Manager shall prepare and submit to JSL an invoice in accordance with the estimate as approved. JSL will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). JSL shall provide Construction Manager with a written notice of disputed pay request within 10 days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, JSL shall proceed with prompt payment of that portion of the pay request.

Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from JSL pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

Retainage, in the amount of 10%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved and providing there are no good faith disputes, claims or demands of JSL, the Construction Manager may request the payment of up to one-half of the retainage held by JSL on previous pay requests.

After 50% completion of the Work has been achieved, and providing there are no good faith disputes, claims or demands of JSL, JSL will implement a reduction in retainage to 5% on all future pay requests.

The Construction Manager may request at any point the release of retainage from JSL attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been

inspected and accepted by the Construction Manager. The Construction Manager must submit the request in writing to JSL.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of JSL's good faith claims plus the value of the Work JSL determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before JSL has paid 50% of the Contract amount and 50% of the Contract time has expired.

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

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

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
2. A JSL approved Construction Schedule update.
3. EBO Schedule 3 - Subcontractor Activity Form.
4. EBO Schedule 4 - Subcontractor Payment Certification.
5. Partial lien waivers of Construction Manager and all Subcontractors in a form substantially complying with the requirements of Florida Statute 713.20.

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

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

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

1. Any claims are made against Construction Manager by JSL or third parties, including claims for liquidated damages, or if reasonable evidence indicates the probability of the making of any such claim; or
2. Construction Manager is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied; or
5. Construction Manager persistently fails to carry out the Work in accordance with the Contract; or
6. Construction Manager fails to submit the information required by this Contract;
7. Construction Manager fails to comply with the EBO requirements, including but not limited to, failing to comply with the API requirements for the Contract; or

8. Construction Manager fails to submit an owner approved updated Schedule with each Application for Payment.

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

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

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

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

1. Complete all work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to JSL; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Construction Manager.
8. Final lien waivers of Construction Manager and all Subcontractors in a form substantially complying with the requirements of Florida Statute 713.20.

GC 69 USE OF COMPLETED PORTIONS OF WORK

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

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

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

GC 70 NOT USED

GC 71 SUBSTANTIAL COMPLETION

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

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

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

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

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All Project components including floors, glass and metal work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to JSL. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to JSL.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and approved.
15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction

Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

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

GC 72 FINAL INSPECTION AND ACCEPTANCE

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

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

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

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

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make its own arrangements for disposal of materials outside the Project limits and the CM shall pay all costs involved. JSL reserves the right to retain any

salvage material or equipment scheduled for removal. Should JSL elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. JSL will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by JSL shall be the responsibility of the Construction Manager.

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

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

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

GC 75 CLEANING UP

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

GC 76 PROJECT SIGNS

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

GC 77 SEVERABILITY

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

GC 78 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

78.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency, and this Project will be subject to such potential public record requirements.

78.2 Required Procedures for Protecting Confidential and Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the County has the statutory obligation to protect such records from public disclosure and only disclose confidential information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Construction Manager's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.
- B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Construction Manager include, but are not limited to:
 - Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure owned or operated by the County;
 - Security system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security of the facility or revealing security systems in whole or in part;
 - Threat assessments;
 - Emergency evacuation plans;
 - Sheltering arrangements; or
 - Manuals for security personnel, emergency equipment, security training; or otherwise containing narrative and/or graphic content of a security nature.
- C. Obligations.

1. Maintain the Confidentiality of the Confidential Information. The Construction Manager has an obligation to maintain the confidential status of Confidential Information. The Construction Manager shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the County and JSL. The Construction Manager shall restrict access to Confidential Information to: 1) the Construction Manager's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing contractual services. Prior to releasing any Confidential Information to a Third Party, the Construction Manager shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third Party to which the Construction Manager has distributed Confidential Information. **Other than as authorized above, the Construction Manager shall not, without prior written approval of JSL, publish, copy, or otherwise disclose to others any Confidential Information.**
2. Disclosure Warning. If Confidential Information is in written form, the Construction Manager shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Construction Manager is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

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

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

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

- D. Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The Construction Manager's duty to hold Confidential Information in confidence shall remain in effect until JSL sends the Construction Manager written notice releasing the Construction Manager from the provisions of this Section.
- E. Enforcement. The Construction Manager understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the County in law or equity.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-0220.

GC 79 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the Construction Manager's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Construction Manager or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Construction Manager or, in the event of its default, the Surety shall pay to JSL, not as a penalty, but as Liquidated Damages in the daily amount(s) established in **Exhibit A** of the Contract, unless otherwise provided in the GMP Amendment.

The Construction Manager hereby agrees and affirms that the amounts specified in this section

reflect a fair compensable value for damages suffered by JSL as a result of Construction Manager's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Construction Manager.

JSL shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Construction Manager by JSL, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Construction Manager to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of JSL of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by JSL, the Construction Manager and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work by JSL, due to an unreasonable action or delay on the part of JSL.

GC 80 DISCLAIMER OF CONSEQUENTIAL DAMAGES

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

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APPENDIX A

Request for Information
Field Instruction
Field Bulletin
Construction Change Proposal
Change Order
Construction Change Directive
Submittal Transmittal
Deficiency Report
Non-Conformance Report
Construction Manager's Daily Report
Substitution Request Form
Contingency Use Directive
Application for Payment
EBO Schedule 1
EBO Schedule 2
EBO Schedule 3
EBO Schedule 4
Living Wage Notice for Posting
Certification of Compliance – Living Wage Ordinance

**CONTRACT EXHIBIT E
SPECIAL CONDITIONS**

SPECIAL CONDITIONS TABLE OF CONTENTS

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SC 1 SPECIAL CONDITIONS

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

SC 2 PROJECT TEAM

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

1. Property Manager: Jupiter Stadium, Ltd. (JSL)
2. Construction Manager:
3. Architect:
4. User: JSL
5. JSL's Project Representative:
6. CM's Representative:
7. Architect's Representative:
8. Governmental and Regulatory agencies having jurisdiction over this project include: Town of Jupiter, Florida and Palm Beach County, Florida
9. Utility companies providing service to the project include Florida Power & Light (Electrical), AT&T (Telephone).

SC 3 LOCATION OF WORK

Roger Dean Chevrolet Stadium and Sports Complex, located at 4751 Main St., Jupiter, FL 33458

SC 4 WORK CONSTRAINTS

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

Part of the Work will take place during time periods overlapping with events at the Facility, including, without limitation, continuous office occupancy and training and other activities throughout the complex, and games at Roger Dean Stadium that may be scheduled by Major League Baseball, Florida State League, Gulf Coast League or any other organizer. Areas of the Project site that are used by JSL or any of its permitted users for their operations include, without limitation, the stadium playing field, dugouts, bullpens, players' clubhouses, umpires' locker

rooms, training rooms, offices, concourses, spectator seating areas, concessions, press boxes, concessions, storage rooms, restrooms, adjacent training fields, parking lots, and all other areas of the Facility that may be used or accessed by JSL, authorized users of the Facility and their respective employees, contractors, vendors, patrons or invitees during any such event at the Facility.

Construction Manager must, within a reasonable time before each activity or event or as directed by JSL, secure all tools, equipment and materials from areas of public access in a manner that does not obstruct or interfere with the operations of JSL. Construction Manager acknowledges that its failure to comply with the requirements of this section will result in significant lost revenues, costs, expenses, risks and other damages.

Construction Manager must access the Sports Complex at the construction entrance/exit designated by JSL, which JSL may, at its sole discretion, designate another construction entrance/exit and/or modify. Construction Manager must mark such designated construction entrance/exit with appropriate signage in a form and manner acceptable to JSL and in compliance with applicable law, including, without limitation those pertaining to labor relations. Construction Manager must cause all Trade Contractors to access the Facility by the construction entrance/exit designated by JSL.

SC 5 FIELD OFFICE

TBD

SC 6 CONCURRENT WORK

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

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

SC 7 PESTICIDES AND HERBICIDES APPLICATION

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

SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE

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

SC 9 NOT USED

SC 10 TAXES

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

10.1 County Furnished Materials

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

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

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

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

10.1.3 To enable the County and JSL to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to JSL and the County a list of all intended suppliers, vendors, and materialmen for consideration as County-Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the Project. JSL will present direct purchase requests to the County and the County will either accept or reject the Construction Manager's recommendations and purchases will be made according to County procedures.

10.1.4 Construction Manager shall identify materials which the County will furnish through this County Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. County may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

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

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

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

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

After receipt of the Purchasing Requisition Request Form, JSL will coordinate with County to prepare County Purchase Orders (hereinafter Purchase Orders) for items of material which JSL chooses for the County to purchase directly. Upon request of JSL, Construction Manager shall prepare the Purchase Orders for submission to the County in lieu of the Purchasing Requisition Request Form. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County, in coordination with JSL. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County-Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County-Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to the County.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to JSL one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all County-Furnished Materials to be provided by each supplier from whom JSL recommended and County elected to purchase material directly, plus all sales taxes associated with such materials in

Construction Manager's bid to JSL, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such County-Furnished Materials.

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

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

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

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

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

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

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

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

10.1.15 Neither JSL nor County shall in any way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County-Furnished Materials.

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

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

10.1.18 JSL or County (as applicable) shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by JSL or County (as applicable) pursuant to these specifications.

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

The premium cost for the surety bond should not be included in the bid price. Verifying that a

designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

SC 11 NOT USED

SC 12 CM/SBE PARTNERING PROGRAM REPORTING

If the Construction Manager in its proposal to JSL agreed to participate in the County's CM/SBE Partnering program and received evaluation preference points from the Selection Committee for partnering with an SBE firm, then the following contract terms apply:

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

12.2 The Construction Manager must file a final report with JSL at the conclusion of the project that summarizes the assistance provided to partnering SBE and indicates if the goals in the MOU were achieved. The final report will also include a "lessons learned" section which evaluates the success of the partnering arrangement.

CONTRACT EXHIBIT F
INSURANCE CERTIFICATES, PUBLIC CONSTRUCTION BOND and GUARANTY

**CONTRACT EXHIBIT G
CONSTRUCTION DOCUMENTS**