form attached hereto as Form 1, which shall establish the Date of SUBSTANTIAL COMPLETION; shall state the responsibilities of CRA and CMAR for security, operation, safety, maintenance, services, damage to the WORK , insurance, and warranties; and shall list all WORK yet to be completed (Punch List) to satisfy the requirements of the CONTRACT DOCUMENTS for FINAL COMPLETION. The failure to include any items of corrective WORK on such list does not alter the responsibility of CMAR to complete all of the WORK in accordance with the CONTRACT DOCUMENTS. The Certificate of Substantial Completion shall be submitted to the PROJECT MANAGER, after execution by CMAR, and CONSULTANT, indicating their written acceptance of such certificate.

6.3 NOTIFICATION OF CHANGE OF CONTRACT TIME OR CONTRACT PRICE:

6.3.1 Any claim for a change in the CONTRACT TIME or CONTRACT PRICE shall be made by written notice and delivered by CMAR to the CONSULTANT with a copy to PROJECT MANAGER within five calendar days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within 20 calendar days after the date of such written notice. Thereafter, within ten calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim and shall be accompanied by CMAR's written statement that the adjustment claimed is justified as a result of the occurrence of such event. All claims for adjustment in the CONTRACT TIME or CONTRACT PRICE shall be determined by CONSULTANT in accordance with Article 30 hereof, if CONSULTANT and CMAR cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

6.3.2 The CONTRACT TIME will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of CMAR if a claim is made therefore as provided in subsections 6.3.1 and 7.81 of this CONTRACT. Such delays shall include but not be limited to acts or neglect by any separate independent contractors employed by CRA, fires, floods, labor disputes, epidemics, pandemics, abnormal weather conditions or acts of God. Such extensions will be based upon (NOA reference).

6.4 USE OF COMPLETED PORTIONS:

6.4.1 CRA shall have the right, at its sole option, to take possession of and use of any completed or partially completed portions of the PROJECT. Such possession and use shall not be deemed an

acceptance of any of the WORK not completed in accordance with the CONTRACT DOCUMENTS. If such possession and use increases the cost of or delays of the WORK, CMAR shall be entitled to reasonable extra compensation, or reasonable extension of time or both, by appropriate adjustment pursuant to Article 7, Subsections 7.4 or 7.6.

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

6.4.3 CRA shall give notice to CMAR in writing at least seven calendar days prior to CRA's intended occupancy of a designated area.

6.4.4 CMAR shall complete to the point of SUBSTANTIAL COMPLETION the designated area and request inspection and issuance of a Certificate of SUBSTANTIAL COMPLETION on the form attached as Form 1 from CRA. Acceptance of such WORK is not to be deemed as acceptance of other WORK.

6.4.4.1 Upon CONSULTANT's issuance of a Certificate of SUBSTANTIAL COMPLETION, CRA will assume full responsibility for maintenance, services, subsequent damages of or by the CRA and the public, adjustment of insurance coverage and start of warranty for the occupied area. CRA may at its option, purchase extended warranties for such WORK related to the occupied area.

6.4.4.2 CMAR shall complete all items noted on the Certificate of SUBSTANTIAL COMPLETION within the time specified in Section 6.1 and request final acceptance of the portion of the WORK occupied. Upon completion of final inspection and receipt of an application for final payment, CONSULTANT shall issue a Final Certificate of Payment relative to the occupied area.

6.4.5 If the CRA finds it necessary to occupy or use a portion or portions of the WORK prior to SUBSTANTIALCOMPLETION thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by CRA and CMAR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CMAR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 7
CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

7.1 Without invalidating the CONTRACT and without notice to the surety, CRA reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the WORK as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional WORK within the scope of this PROJECT must be accomplished by means of an appropriate CHANGE ORDER in accordance with the requirements of the CONTRACT DOCUMENTS and Section 38.48 of the Purchasing Code .

7.2 Any changes to the terms of the CONTRACT DOCUMENTS must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any WORK reflecting such change. This section shall not prohibit the issuance of CHANGE ORDERS executed only by CRA as hereinafter provided.

7.3 The PROJECT MANAGER through the CONSULTANT may direct CMAR to expedite the WORK at CMAR's cost by whatever means CMAR may use, including without limitation increasing staffing or working overtime to bring the WORK back within the CMP/progress schedule. If expediting of WORK is required due to reasons outside the control or responsibility of CMAR, then the additional costs incurred shall be the subject of an appropriate adjustment issued pursuant to Article 7, subsection 7.4 or subsection 7.6, below, as applicable.

7.4 CHANGE ORDERS:

7.4.1 Changes in the quantity or character of the WORK within the scope of the PROJECT, or the subject of FIELD ORDERS or supplemental instructions, including all changes resulting in changes in the CONTRACT PRICE or the CONTRACT TIME shall only be authorized by written CHANGE ORDERS approved and issued in accordance with the provisions of the CONTRACT DOCUMENTS and the requirements set forth in §38.48 of the CITY's Procurement Code, which is deemed to be incorporated by reference herein.

7.4.2 CMAR's CONSTRUCTION FEE on such changes which result in an increase of the GMP shall be based upon a percentage of the net change to the Cost of the Work resulting from the CHANGE ORDER in accordance with Article 8, subsection 8.3, not to exceed five percent.

A Subcontractor's percentage markup on CHANGE ORDERS for overhead and profit shall be reasonable, but in no event shall the aggregate of the Subcontractor's overhead and profit markups exceed 15%. In the event Subcontractor is affiliated with the CMAR by common ownership or management, or is effectively controlled by CMAR, no fee will be allowed on the Subcontractor costs. In the event there is more than one level of Subcontractor such as second and third tier

Subcontractors, the sum of all of the Subcontractors' percentage markups for overhead and profit shall not in the aggregate exceed 20%.

7.4.3 CMAR shall not start WORK on any changes requiring an increase in the CONTRACT PRICE or the CONTRACT TIME until an approved CHANGE ORDER is issued. If and approved CHANGE ORDER is not issued prior to CMAR starting such WORK, then it does so at its own risk and assumes all associated responsibility and costs. Upon receipt of an approved CHANGE ORDER, CMAR shall promptly proceed with the WORK set forth within the CHANGE ORDER.

7.4.4 In the event satisfactory adjustment cannot be reached for any item requiring a change in the CONTRACT PRICE or CONTRACT TIME, and a CHANGE ORDER has not been issued, CRA reserves the right at its sole option to either terminate this CONTRACT as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed WORK, or execute a unilateral CHANGE ORDER. Upon receipt of a unilateral CHANGE ORDER, CMAR shall promptly proceed with the change in the WORK involved and advise the CONSULTANT and PROJECT MANAGER in writing within seven calendar days of CMAR's agreement or disagreement with the method, if any, provided in the CHANGE ORDER for determining the proposed adjustment in the CONTRACT PRICE or CONTRACT.

7.4.5 On approval of any CONTRACT change increasing the CONTRACT PRICE, such increase shall automatically result in a corresponding increase in the amount of the Performance and Payment Bond, without written notice to or consent from the Surety, such notice and consent being waived. Decreases in the CONTRACT PRICE shall not, however, reduce the amount of the bond unless specifically provided in a written CHANGE ORDER.

7.5 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS:

7.5.1 In accordance with Section 38.48 of the Procurement Code, the CONSULTANT shall have the right to approve and issue changes setting forth written interpretations of the intent of the CONTRACT DOCUMENTS and ordering minor changes in WORK execution, providing the FIELD ORDER involves no change in the CONTRACT PRICE or CONTRACT TIME.

7.5.2 CONSULTANT shall have the right to approve and issue Supplemental Instructions setting forth written orders, instruction, or interpretations concerning the CONTRACT DOCUMENTS, provided such supplemental instructions involve no change in the CONTRACT PRICE or CONTRACT TIME.

7.6 GMP ELEMENT ADJUSTMENT MEMORANDA:

FIXED FEE WITH A GUARANTEED MAXIMUM PRICE (GMP)

a.	Cost of Work	$ 9,393,173.00
b.	Construction Fee	$ 734,364.00
c.	General Conditions Costs	$ 2,218,097.98
d.	Construction Contingency	$ 184,064.00
e.	Owner's Allowance (signals)	$ 276,096.00
TOTAL GMP (ALL INCLUSIVE)		**$12,805,794.00**

The PROJECT MANAGER shall have the right to issue certain GMP Element Adjustment Memoranda that shall address the reallocation of sums between the GMP Elements within the GMP. In no event shall the GMP be modified except through an appropriate CHANGE ORDER. The following specific Memoranda are contemplated, but additional or different Memoranda may be required and issued, provided they do not result in a change to the GMP, and provided that amounts shall only be transferred from Elements a. through e. above with the prior approval of the CMAR and the CRA.

At the completion of the WORK, a Memoranda will be issued in conjunction with a final CHANGE ORDER to remove any remaining sums within the Cost of Work and GENERAL CONDITIONS COSTS, and reduce the GMP in accordance with subsections 7.4 and 8.2 of this CONTRACT.

When major subcontracts of the PROJECT are bid and have been executed, if the sum of the subcontracts are below such WORK, a Memoranda may be issued by mutual agreement of the CMAR and the PROJECT MANAGER.

During the progress of construction, the CONSTRUCTION CONTINGENCY within the GMP may be decreased and the surplus transferred to the OWNER'S CONTINGENCY by issuance of a Memoranda, by mutual written consent of the CMAR and the PROJECT MANAGER.

At the FINAL COMPLETION of the PROJECT, after calculation of any savings in accordance with subsection 8.2 below, a Memoranda will be issued in conjunction with a Final CHANGE ORDER to remove any remaining sums within the OWNER's CONTINGENCY and the CONSTRUCTION CONTINGENCY and reduce the GMP in accordance with subsections 7.4 and 8.2 of this CONTRACT.

7.7 NO DAMAGES FOR DELAY:

No claim for damages or any claim other than for an extension of time shall be made or asserted against CRA by reason of any delays. CMAR shall not be entitled to an increase in the CONTRACT PRICE or payment or compensation of any kind from CRA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, Eichleay Formula Costs, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CMAR for hindrance or delays due solely to fraud, bad faith or active interference on the part of CRA or

its agents. Otherwise, CMAR shall be entitled only to extensions of the CONTRACT TIME as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

7.8 EXCUSABLE DELAY: COMPENSABLE & NON-COMPENSABLE

7.8.1 Excusable Delay: Delay that extend the completion of the WORK caused by circumstances beyond the control of CMAR or its SUBCONTRACTOR, TRADE CONTRACTORS, materials persons, suppliers, or vendors is "Excusable Delay". CMAR is entitled to a time extension of the CONTRACT TIME for each day the WORK is delayed due to Excusable Delay. CMAR shall document its claim for any time extensions as provided in Article 6, subsection 6.3.

Failure of CMAR to comply with Article 6, subsection 6.3 as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

7.8.2 Excusable Delay may be compensable or non-compensable.

(a) Compensable Excusable Delay. Excusable Delay is only compensable when: (i) the delay extends the CONTRACT TIME and (ii) is due solely to fraud, bad faith or active interference on the part of CRA or its agents. In no event shall CMAR be compensated for interim or non-critical delays that do not extend the CONTRACT TIME.

If CMAR is entitled to an increase in the CONTRACT PRICE as a result of a Compensable Excusable Delay pursuant to this subsection and the General Conditions set forth in this CONTRACT, the CONTRACT PRICE will be increased by the sum of $ 100.00 per day for which such compensation is payable. Such increase will be reflected in an approved CHANGE ORDER.

(b) Non-Compensable Excusable Delay. When Excusable Delay is not due solely to fraud, bad faith or active interference on the part of CRA or its agents, then CMAR shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 8
PAYMENTS AND COST OF THE WORK

8.1 In full consideration of the full and complete performance of the WORK and all other obligations of CMAR hereunder, the CRA shall pay to CMAR a sum of money not to exceed the CONTRACT PRICE that is defined to be the total of: (i) CMAR's direct construction cost; (ii) so much of the CMAR's GENERAL CONDITIONS COSTS as may have been expended; (iii) so much of the approved amount of the CONSTRUCTION CONTINGENCY as may have been

expended; and (iv) CMAR'S CONSTRUCTION FEE. . At the time of request for payments, CMAR shall provide supporting documentation, including releases of lien from all SUBCONTRACTORS and/or TRADE CONTRACTORS, verifying that all payment obligations of CMAR have been satisfied.

8.2 After completion and acceptance of the WORK, in the event that the cost of the WORK plus the CMAR's CONSTRUCTION FEE are less than the GMP, after giving effect to adjustments to the GMP made in accordance with this CONTRACT, then the difference between the cost of the WORK plus the CMAR's CONSTRUCTION FEE on the one hand and the GMP on the other hand is the "savings". Prior to making this calculation and for the purpose of this calculation only, the remaining balance of the CRA's money shall be deducted from the GMP. In the event that CMAR's total approved expenditures for this PROJECT shall exceed the GMP, CMAR shall pay such excess from its own funds, and the CRA shall not be required to pay any amount that exceeds the GMP, and CMAR shall have no claim against the CRA on account thereof.

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

8.3.1 SUBCONTRACTOR COSTS:

(a) CMAR's Cost of the Work, as generally described on the attached Exhibit "A", to be 100% performed by SUBCONTRACTORS selected in accordance with Article 11 below. Where the WORK is covered by unit prices contained in the CONTRACT DOCUMENTS or an applicable subcontract, the Cost of the Work shall be determined by application of unit prices to the quantities of items involved.

(b) If the subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work plus a fee, the SUBCONTRACTOR's Cost of the Work shall be determined in the same manner as CMAR's Cost of the Work, subject to the limitation on SUBCONTRACTOR'S fees set forth in Article 7, subsection 7.4.3.

(c) If changes to subcontracted WORK affect the GMP, such changes shall be accomplished in accordance with Article 7, subsection 7.4, CHANGE ORDERS. The amount of decrease in the GMP for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the GMP, if any.

8.3.2 CMAR'S LABOR COSTS:

Payroll costs for employees in the direct employ of CMAR in the performance of the WORK described in the CONTRACT DOCUMENTS, are as follows: (a) salaries plus labor burden of **forty four and a quater percent (44.25%)** as set forth in the schedule of job classifications agreed upon by CRA and CMAR , subject to audit by CRA; or (b) at the CRA's applicable prevailing wage rates. Payroll costs for employees not employed full time on the WORK covered by the CONTRACT shall be appointed on the basis of the time the employees spent on the WORK. Payroll costs shall include salaries and wages plus the labor burden to cover costs including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health insurance, sick leave, vacation and holiday pay.

8.3.3 MATERIALS AND EQUIPMENT:

Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, adjusted in accordance with Article 10, pertaining to Discounts, Rebates and Refunds; rentals of all construction equipment and machinery and the parts thereof whether rented from CMAR or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK. However, rental rates shall not exceed the average local rates for such construction equipment and machinery and the parts thereof.

8.3.4 MISCELLANEOUS COSTS:

(a) The cost, as documented by CMAR's detailed receipts, of telephone, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the WORK at the PROJECT location.

(b) Premiums (Net) on bonds and insurance, including SUBCONTRACTOR bonds, if any that CMAR is obligated to secure and maintain under the terms of the CONTRACT DOCUMENTS and such other insurance and bonds as may be required, subject to the written approval of the CRA. Premiums paid, as part of CMAR's cost, shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to the CRA.

Self-insurance by CMAR or insurance through any affiliates of CMAR shall not be permitted without the CRA's prior written approval. CRA'S approval shall not be required on a SUBCONTRACTOR bond, and premiums thereof shall be considered a Cost of the Work.

(c) The cost of obtaining and using any utility services required for the WORK that are not paid directly by CRA, including fuel and sanitary services at the PROJECT site.

(d) The cost of removal of debris from the site. The PROJECT site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require SUBCONTRACTORS to remove all debris daily created by their activities, and CMAR shall exercise its best efforts to enforce such requirements or effect the removal of the debris of the subcontractors who fail in this regard. Provided, however, CMAR shall not be required to remove debris created by the CRA's separate contractors except pursuant to CHANGE ORDER procedures set forth herein and in accordance with Section 38.48 of the Procurement Code.

(e) The cost and expenses, actually sustained by CMAR in connection with the WORK, of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:

(1) The responsibility of CMAR under Article 13, reimbursable by insurance or otherwise;

(2) Due to the failure of CMAR to comply with the requirements of the CONTRACT DOCUMENTS with respect to insurance; or

(3) Due to the failure of any officer of CMAR or any of its representatives having supervision or direction of the WORK to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity and type encompassed by the CONTRACT DOCUMENTS, in any of which events any such expenses shall not be included in CMAR's costs.

(f) Federal, state, municipal, sales, use and other taxes required by law, as applicable to the PROJECT, all with respect to service performed or materials furnished for the WORK, it being understood that none of the foregoing includes, federal, state or local income or franchise taxes.

(g) All reasonable costs and expenditures necessary for the operation of the PROJECT job site office(s), including cost of field computer equipment and software.

(h) The proportion of necessary transportation, travel and subsistence expenses of CMAR's employees, excluding travel time, incurred in discharge of duties connected with the WORK except for local travel to and from the site of the WORK which must be pre-approved by the PROJECT MANAGER.

(i) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities

at the site and hand tools not owned by the workers, which are consumed in the performance of the WORK, and cost less market value of such items used but not consumed which remain the property of CMAR .

(j) Deposits lost for causes other than CMAR's negligence, royalty payments and fees for permits and licenses.

(k) Cost of premiums for additional bonds and insurance required because of changes in the WORK.

(l) Cost of special consultants, including but not limited to engineers, architects, testing laboratories, surveyors employed for services specifically related to the WORK.

(m) Any other expenses or changes incurred, with the prior written approval of the CONSULTANT and PROJECT MANAGER, in the performance of the WORK.

8.4 EXCLUSIONS TO COST OF THE WORK: Is defined as any and all other costs, not referenced in subsection 8.3, of CMAR and its operation which are not in direct support of the PROJECT. CMAR agrees to furnish and perform, as a part of CMAR's CONSTRUCTION FEE and without reimbursement, said overhead items. The term "Cost of the Work" shall not include any of the following:

8.4.1 Payroll costs and other compensation of CMAR's officers, executives, principals (of partnership and sole proprietorship), general managers, estimators, purchasing and contracting agents, clerks and other personnel employed by CMAR as approved by CONSULTANT, whether at the site or in its principal or a branch office, for general administration that are not specifically included in the GENERAL CONDITIONS COSTS are to be considered administrative costs covered by CMAR's CONSTRUCTION FEE.

8.4.2 Other than those expenses authorized on Exhibit "B", expenses of CMAR's principal and branch offices.

8.4.3 Any part of CMAR's capital expenses, including interest on CMAR's capital spent for the WORK and charges against CMAR for delinquent payments.

8.4.4 Other overhead, general expense costs or charges of any kind and the cost of any item not specifically and expressly included in subsection 8.3.

8.4.5 Costs in excess of the Guaranteed Maximum Price.

8.4.6 Entertainment and meal expenses, car allowances and charges of a personal nature.

8.4.7 Bonuses, pensions, profit sharing or other special labor charges not set forth in subsection 8.3.2 above.

8.4.8 Any outside legal or accounting fees incurred without prior written approval from the City Attorney, which approval is at the sole discretion of the City Attorney.

8.5 PROGRESS PAYMENTS:

8.5.1 CMAR may make a Request for Payment for WORK completed during the PROJECT at intervals of not more than once a month. CMAR's request shall show a complete breakdown of the PROJECT components, the percentages completed and the amount due in proportion to the percentages of the WORK completed or, as to General Conditions, at cost. Each request shall be accompanied by such supporting evidence for each component/amount as required by CONSULTANT, as more particularly described in subsection 8.5.5 below. CMAR shall submit with each Request for Payment, including SUBCONTRACTOR payment requests, an updated progress schedule acceptable to CONSULTANT and either release of claims relative to the WORK which is the subject of the Request or consent of the surety as to such payment.

8.5.2 Five percent (5) of all monies earned by CMAR shall be retained by CRA until 50% of the WORK has been completed.

8.5.3 After 50% of the WORK has been completed, the PROJECT MANAGER shall reduce the retainage to Two and one half (2.5%) percent of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be subject to the requirements of section 255.078, Florida Statutes; otherwise, CMAR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue solely to the benefit of CRA.

8.5.4 CRA may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

8.5.4.1 Defective WORK not remedied by CMAR and/or its SUBCONTRACTORS.

8.5.4.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CMAR.

8.5.4.3. Failure of CMAR to make payments properly to SUBCONTRACTORS or for material or labor.

8.5.4.4. Damage to another contractor not remedied.

8.5.4.5 Assessed and Anticipated damages.

8.5.5 The Schedule of Values, prepared in accordance with Exhibit "A", shall list the cost of materials, the cost of labor, the cost of equipment and the cost of SUBCONTRACTOR WORK separately for all the portions of the WORK delineated. Each monthly Application for Payment shall be for a sum equal to (i) that portion of CMAR's Cost of the Work equal to no more than the percentage of the WORK completed, plus (ii) an appropriate amount of the CMAR's CONSTRUCTION FEE as related to the percentage of the WORK completed. The calculation of the percentage of the WORK completed shall be in accordance with the approved Progress Schedule; provided, however, prior to the date of the Final Request, and unless subject to reduction pursuant to subsection 8.5.3, the aggregate of CMAR's fee payments shall not exceed 90% of CMAR's fee as stated in subsection 8.3.

CMAR's documented support of Cost of the Work shall be segregated and detailed in a manner satisfactory to the CONSULTANT and the PROJECT MANAGER to evaluate the charges. The Request for Payment shall indicate the percentage of completion of each portion of the WORK, and the total WORK, as of the end of the period covered by the Request for Payment. The Schedule of Values shall be used as one basis for reviewing the Request for Payment when such amounts are approved.

If the CONSULTANT, in its good faith judgement, determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the WORK in accordance with the CONTRACT DOCUMENTS, no additional payments will be due to CMAR unless and until CMAR, at its sole cost, performs a sufficient portion of the WORK so that such portion of the GMP then remaining unpaid is determined by the CONSULTANT to be sufficient to so complete the WORK.

8.6 The CONSULTANT and PROJECT MANAGER shall review each such Request for Payment and may make such exceptions, as the CONSULTANT and the PROJECT MANAGER reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall the CRA be required to make payment for items of CMAR's cost to which the CONSULTANT or the PROJECT MANAGER reasonably take exception.

8.7 CMAR shall remain solely liable for SUBCONTRACTORS' work and for any unpaid laborers, material suppliers in the event it is later discovered that said WORK is deficient or that any of said laborers, material suppliers or subcontractors did not receive payments due them on the PROJECT.

8.8 Within **60** days after FINAL COMPLETION of the WORK and acceptance thereof by the CRA, CMAR shall submit a Final Request for Payment (Final Request) which shall set forth all amounts due and remaining unpaid to CMAR (including the unpaid portion of the CMAR's CONSTRUCTION FEE).

8.9 Except for the CMAR's fee, CMAR shall use the sums paid to it pursuant to this Article solely for the purpose of performance of the WORK and the construction, furnishing and equipping of the WORK in accordance with the CONTRACT DOCUMENTS and payments of bills incurred by CMAR in performance of the WORK.

8.10 CMAR shall promptly pay all bills for labor and material performed and furnished by its subcontractors, suppliers and materials providers, in connection with the construction, furnishing and equipping of the WORK and the performance of the WORK.

8.11 PROJECT COST SAVINGS:

At FINAL COMPLETION of the PROJECT, the CRA and CMAR shall share in any cost savings as follows: 75% Cra and 25% CMAR. Cost savings are defined as the difference between the GMP (including authorized amendments) and the approved final invoice amounts. CMAR's 25% share in the cost savings shall be capped at a maximum of 1.5% of the total GMP (including authorized amendments).

Any remaining monies in the Cost of the Work and/or General Conditions Costs shall vest in the CRA and shall reduce the GMP.

To the extent any portion of the CONSTRUCTION CONTINGENCY remains unallocated on the date of FINAL COMPLETION and after the issuance of the final payment for the PROJECT, the remaining portion shall be returned to the CRA in full (to be excluded from any cost savings allocation and returned to the CRA in whole).

ARTICLE 9
CONTINGENCIES

9.0 THE CONSTRUCTION CONTINGENCY:

An agreed upon sum included in the GMP for the purpose of defraying CMAR's actual approved expenditures due to unforeseen circumstances relating to CMAR's Cost of the Work, or to cover other costs arising during construction, such as anticipated costs that exceed a particular line item within the estimated CMAR's Cost of the Work; increases in SUBCONTRACTOR costs due to insolvency, preferred SUBCONTRACTOR cost differentials generated by contract selection of SUBCONTRACTORS (PROJECT MANAGER's designation of preferred SUBCONTRACTORS shall be subject to the provisions of subsection 11.2); correction of defective WORK; payment of deductible amounts for loss covered by Builder's Risk; and any other cost agreed to mutually in writing between the PROJECT MANAGER and CMAR.

Any costs to be applied against the CONSTRUCTION CONTINGENCY must first be approved by the CONSULTANT and the CRA in writing. CMAR will be required to furnish documentation evidencing the expenditures charged to the CONSTRUCTION CONTINGENCY prior to release of funds by the CRA. At

FINAL COMPLETION of the PROJECT, any remaining monies in the CONSTRUCTION CONTINGENCY shall vest in the CRA and will be excluded from any cost savings sharing pursuant to subsection 8.11. The GMP shall be reduced in the amount of the CONSTRUCTION CONTINGENCY remaining monies, if any.

9.1 Direct Costs Buy Out Savings. In the event that CMAR awards contracts for portions of the WORK which are less than the amounts budgeted in the GMP approved by the OWNER for such portions of the WORK, such buyout savings shall be first utilized to offset shortfalls on other bid packages. If, after offsetting any shortfalls, buyout savings remain, at the time provided on Exhibit "D" for the award of subcontracts, all buyout savings shall be transferred to the OWNER's CONTINGENCY.

9.2 Within 90 days of the execution of this CONTRACT and monthly thereafter, CMAR is required to submit, in writing, a buyout reconciliation of all subcontracts that have been awarded since and as a product of the initial bid opening date. The result of this reconciliation is to be presented in association with a modified schedule of values reflecting the Direct Cost Buyout Savings as set forth in subsection 9.1.

ARTICLE 10
DISCOUNTS, REBATES AND REFUNDS

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

ARTICLE 11
SUBCONTRACTS AND PURCHASE ORDERS

11.1 Unless waived in writing for good cause by CONSULTANT or PROJECT MANAGER, CMAR must obtain competitive pricing and subcontracts, in compliance with the requirements of this Article for 100% of CMAR's Cost of the Work required under this CONTRACT. Subcontracts and purchase orders involving amounts not in excess of $25,000.00 may be awarded without the prior approval of the CONSULTANT. All other subcontracts and purchase orders shall be awarded according to the following procedure:

CMAR shall prepare for CONSULTANT'S and PROJECT MANAGER'S review and approval a list of SUBCONTRACTORS and suppliers for each bid who meet CMAR's schedule of minimum requirements. CMAR shall

obtain bids from a minimum of three such SUBCONTRACTORS for each subcontract, when available. After receiving such bids, CMAR shall analyze them and make recommendations to the CONSULTANT for awards. When the CONSULTANT and the PROJECT MANAGER have approved the award of any such subcontract or purchase order, CMAR shall contract solely in its own name and behalf, and not in the name or behalf of the CRA, with the specified SUBCONTRACTOR or supplier. The subcontract shall provide that the SUBCONTRACTOR shall perform its portion of the WORK in accordance with all applicable provisions of this CONTRACT and the other CONTRACT DOCUMENTS; that the SUBCONTRACTOR shall be bound to CMAR to the same extent as CMAR is bound to the CRA pursuant to the CONTRACT DOCUMENTS, to name the CRA/CITY as an additional insured for all insurance pursuant to Article 12; that the SUBOCNTRACTOR shall provide an insurance certificate evidencing the same; that CMAR shall have the right to terminate the subcontract in the same manner and by the same method as provided for termination of this CONTRACT by the CRA, or as otherwise provided in the subcontract, whichever is more protective of the CRA'S interest; and that, in the event this CONTRACT is terminated for any reason, the SUBCONTRACTOR shall, at the CRA'S option, perform its subcontract for the CRA, or for a contractor designated by the CRA, without additional or increased cost, provided the SUBCONTRACTOR is paid in accordance with its subcontract. CMAR shall sign and cause each SUBCONTRACTOR to sign an Assignment of Rights under Construction Subcontract. Nothing contained herein shall impose on the CRA an obligation to assume any subcontract or make any payments to any SUBCONTRACTOR to perform, and nothing contained herein shall create any contractual relationship between the CRA and any SUBCONTRACTOR. If the CONSULTANT and the PROJECT MANAGER approve as the selected SUBCONTRACTOR or supplier, a bidder whose bid exceeds that of the bidder recommended by CMAR, whose bid complies with the CONTRACT DOCUMENTS (the amount by which the bid of the selected SUBCONTRACTOR exceeds the bid of the bidder recommended by CMAR is referred to herein as the "preferred subcontractor cost differential"), then the PROJECT MANAGER may designate that the GMP shall be increased by the amount of the preferred SUBCONTRACTOR cost differential or the OWNER'S CONTINGENCY. All subcontracts shall, so far as applicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the WORK.

11.2 If the CRA designates a bidder as the selected SUBCONTRACTOR or supplier, and the bid exceeds that of the recommended bidder selected by the CMAR , whose bid complies with the CONTRACT DOCUMENTS (the amount by which the bid of the CRA's selected SUBCONTRACTOR exceeds the amount of the bid of the CMAR's selected bidder is referred to herein as the preferred SUBCONTRACTOR cost differential), then the PROJECT MANAGER may designate that the GMP shall be increased by the CHANGE ORDER amount of the preferred SUBCONTRACTOR cost differential.

11.3 All subcontracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the WORK.

ARTICLE 12
INSURANCE

12.1 Prior to the commencement of WORK governed by this CONTRACT (including the pre-staging of personnel and material), CMAR shall obtain insurance as specified in the schedules shown below. CMAR will ensure that the insurance obtained will extend protection to all SUBCONTRACTORS engaged by CMAR. As an alternative, CMAR may require all SUBCONTRACTORS to obtain insurance consistent with the schedules shown below.

CMAR will not be permitted to commence WORK governed by this CONTRACT (including pre-staging of personnel and material) until satisfactory evidence of the required insurance and all required endorsements have been furnished to the CRA as specified below. Delays in the commencement of WORK resulting from the failure of CMAR to provide satisfactory evidence of the required insurance shall not extend deadlines specified in this CONTRACT or any penalties, and failure to perform assessments shall be imposed as if the WORK commenced on the specified date and time, except for CMAR's failure to provide satisfactory evidence.

CMAR shall maintain the required insurance throughout the entire term of this CONTRACT and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all WORK until the required insurance has been reinstated or replaced. Delays in the completion of WORK resulting from the failure of CMAR to maintain the required insurance shall not extend deadlines specified in this CONTRACT, and any penalties and failure to perform assessments shall be imposed as if the WORK had not been suspended, except for CMAR's failure to maintain the required insurance.

CMAR shall provide, to the CRA/CITY, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance with endorsements; or

2. Certified copy of the actual insurance policy.

The CRA/CITY, at its sole option, has the right to request a certified copy of any or all insurance policies required by the CONTRACT DOCUMENTS. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to the CRA/CITY by the insurer.

The acceptance and/or approval of CMAR's insurance shall not be construed as relieving CMAR from any liability or obligation assumed under the CONTRACT DOCUMENTS or imposed by law. The CRA/CITY, its employees and officers shall be named as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the CRA/CITY will be named as an Additional Insured and Loss Payee on all policies covering CRA/CITY-owned property. Any

deviations from these General Insurance Requirements must be requested in writing on the CRA/CITY prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the CITY's Risk Manager.

12.2 INSURANCE LIMITS OF LIABILITY:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the CRA/CITY. All companies shall have a Florida resident agent and be rated a minimum A- X, as per A.M. Best Company's Key Rating Guide, latest edition.

CMAR shall furnish certificates of insurance to the CITY's Risk Manager for review and approval prior to the commencement of WORK governed by the CONTRACT DOCUMENTS. The Certificates shall clearly indicate that CMAR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to CMAR. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior to notification is given to the CRA/CITY by the insurer.

12.2.1 Comprehensive General Liability:

Prior to the commencement of WORK governed by this CONTRACT, CMAR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the CONTRACT and include at a minimum:

1. Premises Operations
2. Products and Completed Operations
3. Blanket Contractual Liability
4. Personal Injury Liability
5. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$2,000,000 Each Occurrence
$5,000,000 Aggregate

The CRA/CITY, its employees and officers shall be named as Additional Insured on all policies issued to satisfy the above requirements.

12.2.2 Comprehensive Automobile Liability:

Recognizing that the WORK governed by this CONTRACT requires the use of vehicles, CMAR, prior to the commencement of WORK, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the CONTRACT and include, at a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,00 per Person
$1,000,000 per Occurrence
$ 100,000 Property Damage

The CRA/CITY, its employees and officials shall be named as Additional Insured on all policies issued to satisfy the above requirements.

12.2.3 Workers' Compensation Insurance:

Prior to the commencement of WORK governed by this contract, CMAR shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, CMAR shall obtain Employers' Liability Insurance with limits of not less than (Statutory State of Florida):

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease, policy limits
$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the CONTRACT.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-X, as assigned by the A.M. Best Company.

If CMAR has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CRA shall recognize and honor CMAR's status. CMAR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on CMAR's Excess Insurance Program.

If CMAR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, CMAR may be required to submit updated financial statements from the fund upon request from the CRA.

12.2.4 Pollution Insurence:

Prior to the commencement of WORK governed by this contract, CMAR shall obtain Pollution Insurance which will respond to bodily injury,

propoerty damage, and environmental damage caused by a pollution incident.

Minimum limits of liability .

$1,000,000 Pollution Liability each claim

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-X, as assigned by the A.M. Best Company.

12.2.5 Builder's Risk Insurance Requirements **N/A FOR THIS CONTRACT**:

CMAR shall be required to purchase and maintain, throughout the life of the CONTRACT, and until the PROJECT is accepted by the CRA, Builder's Risk Insurance on an All Risk of Loss form. Coverage shall include:

Theft	Aircraft
Windstorm	Vehicles
Hail	Smoke
Explosion	Fire
Riot	Collapse
Civil Commotion	Flood

The policy limits shall be no less than the amount of the finished PROJECT and coverage shall be provided on a completed value basis. Property located on the construction premises, which is intended to become a permanent part of the PROJECT site, shall be included as property covered. The policy shall be endorsed permitting the CRA to occupy the building prior to completion without effecting the coverage. The CRA/City of Hollywood shall be named as Additional Insured and Loss Payee. The Builder's Risk Insurance shall be provided on or before the execution of this CONTRACT.

ARTICLE 13
INDEMNIFICATION

CMAR shall indemnify and hold harmless the CRA/CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CMAR and persons employed or utilized by the CMAR in the performance of the CONTRACT. These provisions shall survive the expiration or earlier termination of the CONTRACT. Nothing in this CONTRACT shall be construed in any way to affect the sovereign immunity of the CRA/CITY or the rights of the CRA/CITY as set forth in Section 768.28, Florida Statutes.