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CITY OF HOLLYWOOD, FLORIDA

CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT

PHASE II

CONSTRUCTION SERVICES

NEW POLICE HEADQUARTERS
DCM -19-001190

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

2207 RALEIGH STREET
HOLLYWOOD, FLORIDA 33020

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CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT

PHASE II

CONSTRUCTION SERVICES

This Agreement made this _____ day of _____in the year _____, by and between the City of Hollywood, a municipal corporation of the State of Florida ("Owner") and Moss and Associates, LLC., a limited liability corporation authorized to do business in the State of Florida as a Construction Manager at Risk ("CMAR").

RECITALS:

Whereas, Owner desires to construct **the New Police Headquarters on City-owned land south of the existing Police Headquarters building at 3250 Hollywood Boulevard**, and

Whereas, it is in the best interests of Owner to obtain professional construction management services in order to insure quality, timely and valued construction from a pre-approved professional construction manager at risk; and

Whereas, Owner, through a Request for Qualifications (RFQ), has competitively selected CMAR; and

Whereas, CMAR will provide professional construction management services for the **New Police Headquarters** project as directed by the Director.

NOW, THEREFORE, Owner and CMAR, for considerations herein set forth, agree as follows:

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ARTICLE 1
SCOPE OF WORK/SERVICES

1.0 It is the intent of CITY to describe in the Contract Documents a functionally complete project (or part thereof as applicable) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CMAR, whether or not specifically called for by the Contract Documents. When 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 permit issuance. CITY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.1 Upon the issuance of a Notice to Proceed by the Director or his/her designee, CMAR shall furnish professional construction management at risk services for the construction phase of the PROJECT described in the attached Exhibits "A", through "H" and in accordance with the CONTRACT DOCUMENTS including the Drawings, Specifications and Addenda prepared by the CONSULTANT for the Project, as well as the construction service responsibilities set forth in Article 3 of this contract. Further, CMAR shall furnish any and all required materials, labor and equipment, and incidentals and enter into and cause to be performed all trade contracts necessary to achieve correct and timely completion of the construction of the entire PROJECT in accordance with the CONTRACT DOCUMENTS and warrant all work and services as provided in the CONTRACT DOCUMENTS.

1.2 By executing the CONTRACT DOCUMENTS, the CMAR makes the following express representations and warranties to the Owner:

a. The CMAR is professionally qualified to act as a construction manager for the Project and has, and shall maintain, any and all licenses, permits and other authorizations necessary to act as a construction manager for the Project.

b. The CMAR is financially solvent and has sufficient working capital to perform its obligations under the CONTRACT DOCUMENTS; and

c. The CMAR has become familiar with the project site and the local conditions under which the PROJECT is to be designed, constructed and operated, and it will review the Consultant's Design and Construction documents in its capacity as a CMAR, and not as a design professional, and provide comments in accordance with the CONTRACT DOCUMENT requirements. If the PROJECT involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the CMAR has reviewed all as-built and record drawings, plans and specifications of which CMAR has been informed by Owner and thoroughly inspected the existing structure(s) and man-made feature(s) to identify existing

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deficiencies and ascertain the specific locations of pertinent structural components. Claims by CMAR resulting from CMAR's failure to familiarize itself with the site or pertinent documents shall be deemed waived; and

d. The CMAR assumes full responsibility to the Owner for the improper acts and omissions of its consultants, the trade contractors, and others employed or retained by it in connection with the Project.
e. The CMAR has performed all services outlined in the Phase I- Preconstruction Services Contract, attached as Exhibit "H".

NOTHING CONTAINED HEREIN SHALL LIMIT OR RESTRICT ANY OTHER REPRESENTATION OR WARRANTY SET FORTH ELSEWHERE IN THE CONTRACT DOCUMENTS.

1.3 PRICE GUARANTEES.

a. Upon execution of Exhibit "E", the CMAR guarantees that the sum of the actual cost of the WORK, the CMAR's CONTINGENCY, the CMAR's staffing costs, the general conditions cost, and CMAR's overhead and profit, shall not exceed the amount set forth in the agreed upon GMP. All costs and expenses that would cause this sum to exceed the GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANGER through a CHANGE ORDER.

b. Upon execution of Exhibit "E", the CMAR guarantees that the actual cost of the WORK/services, CMAR'S staffing costs, general conditions costs and CMAR's overhead and profit shall not exceed the guaranteed maximum or each such category and that all costs and expenses that would cause any of these individual categories to exceed the guaranteed maximum for each such category in the agreed upon GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANAGER through a CHANGE ORDER. The GMP is not a line-item guarantee of any particular cost.

c. Upon execution of Exhibit "E", the CMAR certifies that all factual unit costs supporting the GMP proposal are accurate, complete and current at the time of negotiations, and that any other factual unit costs that may be furnished to the OWNER in the future to support any additional amounts that may be authorized will also be accurate and complete. Payments to the CMAR shall be reduced if the OWNER determines such amounts were originally included due to the materially inaccurate, incomplete, or non-current factual unit costs.

ARTICLE 2
DEFINITIONS

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2.1 CHANGE ORDER: A written document that complies with Section 38.48 of the City's Procurement Code.

2.2 CITY COMMISSION: The CITY Commission of the CITY of Hollywood, its successors and assigns.

2.3 CITY OR OWNER: The CITY of Hollywood, Florida, a Florida Municipal Corporation. In all respects hereunder, CITY'S performance is pursuant to the CITY'S position as the owner of a construction project. In the event the CITY exercises its regulatory authority as a governmental body, the exercise of such authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred as to City's authority as a governmental body and shall not be attributable in any manner to the CITY as a party to this contract.

2.4 CONSTRUCTION MANAGER AT RISK ("CMAR"). The prime contractor that provides construction management at risk services under this contract, including but not limited to preparation of cost estimates, constructability reviews, value engineering and assist in systems life cost cycle analysis, scheduling, bidding and submission of a GMP, as defined below, for construction and construction management. Upon execution of this contract, the CMAR shall serve, from that point forward as the General Contractor.

2.5 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, consisting of properly registered professional architects and/or engineers, which has entered into an agreement to provide professional services to the OWNER for the PROJECT.

2.6 CONSTRUCTION CONTINGENCY: An established sum included in the Guaranteed Maximum Price and shall be in amount which the parties believe, in their best judgement, is reasonable to cover construction related costs which were not specifically foreseeable or quantifiable as of the date the GMP was established, including but not limited to : correction of minor defects or omissions in the Work not caused by the CMAR's negligence, cost overruns due to the default of any Subcontractor or Supplier, minor changes caused by unforeseen or concealed site conditions, minor changes in the Work not involving adjustment in the GMP or extension of the completion date and not inconsistent with the approved final Plans and Specifications, and written agreed upon City requested changes to the Work.

2.7 CONSTRUCTION MANAGEMENT AT RISK CONTRACT: The method of construction contracting whereby CMAR provides construction services for the PROJECT. The fee is a dollar amount negotiated for profit, overhead and on and off-site general and administrative costs. All subcontracts are generally awarded by the CMAR based on competitive bids received in response to invitations to bid issued by the CMAR. The total price paid to the CMAR is either the fee plus the costs, or the GMP, whichever is less.

2.8 CONTRACT DOCUMENTS: The PROJECT MANUAL (including this contract and its Exhibits, Attachments and Forms), drawings and specifications, the Request For Qualifications and/or Proposals, as applicable, and CMAR's response as negotiated.

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and accepted by the CITY, any Addenda to the PROJECT MANUAL Project Manual, the record of the contract award by the CITY the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the Contract are the documents which are collectively referred to as the CONTRACT DOCUMENTS as referenced in the attached Exhibit "E". Drawings are to be considered Contract Documents only in the PDF format. CAD and REVIT, although used, are not to be considered Contract Documents.

2.9 CONTRACT PRICE: The amount established in the CONTRACT DOCUMENTS as the Guaranteed Maximum Price (GMP), as may be amended if so warranted, by a CHANGE ORDER issued in conformity with the Contract Documents and Section 38.48 of the City's Purchasing Ordinance.

2.10 CONTRACT TIME: The time between the project initiation date specified in the Notice to Proceed and final completion, including any milestone dates thereof, established in the CONTRACT DOCUMENTS, as may be amended by any CHANGE ORDER.

2.11 DIRECTOR: The Director of the Department of Design and Construction Management of the CITY having the authority and responsibility for management of the PROJECT authorized under the CONTRACT DOCUMENTS.

2.12 – Intentionally Omitted

2.13 FINAL COMPLETION: The date certified by the CONSULTANT and PROJECT MANAGER in the Final Certificate of Payment on which all conditions and requirements of any permits and regulatory agencies have been satisfied; and the documents (if any) required to be provided by CMAR have been received by the PROJECT MANAGER, and to the best of CONSULTANT'S and PROJECT MANAGER's information and belief, has been fully completed in accordance with the terms and conditions of the CONTRACT DOCUMENTS.

2.14 GENERAL CONDITION ITEMS: The provision of facilities or performance services by CMAR for items which do not lend themselves readily to inclusion in one of the separate trade contracts. Payment for the General Condition items will be a cost and included as part of the GMP.

2.15 GENERAL REQUIREMENTS ITEMS: Those items set forth in Exhibit "B" that are actually incurred by the CMAR in the performance of the Contract Documents, such as equipment and tools, temporary facilities and utilities, fencing, signage, and other items as set forth therein.

2.16 GUARANTEED MAXIMUM PRICE. The term 'Guaranteed Maximum Price" or "GMP" shall mean the sum certain agreed to between the City and the CMAR and set forth in the Phase II Construction Services Contract as the maximum total Project price that the CMAR guarantees not to exceed for the construction of the Project for all services within the Pre-Construction and Construction Services Agreements

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2.17 INSPECTOR: An employee of the CITY assigned by the DIRECTOR to make observations of work performed by CMAR.

2.18 MATERIALS: Materials incorporated in the PROJECT, or used or consumed in the performance of the Scope of Services.

2.19 NOTICE TO PROCEED: One or more written notices to CMAR authorizing the commencement of the Scope of Services.

2.20 OWNER'S CONTINGENCY: A sum established by the OWNER, to be included in the GMP, subject to adjustment to include any buyout or sales tax project savings, which may be utilized by the OWNER for OWNER requested changes, additive bid alternates and deductive credits, differing/unforeseen existing conditions.

2.21 PLANS AND/OR DRAWINGS: The official graphic representations of the PROJECT which are a part of the CONTRACT DOCUMENTS.

2.22 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY facility as contemplated and budgeted by the CITY as described in the CONTRACT DOCUMENTS, including the work described herein.

2.23 PROJECT MANAGER: An employee of the CITY, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the CONTRACT DOCUMENTS.

2.24 PROJECT MANUAL: The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the CONTRACT DOCUMENTS; the specifications; and the plans and drawings of the PROJECT.

2.25 RESIDENT PROJECT REPRESENTATIVE: An authorized representative of the CONSULTANT on the PROJECT.

2.26 SUBCONTRACTOR: A person, firm or corporation having a direct contract with the CMAR, including one who furnishes material worked to a special design according to the PROJECT MANUAL for this work, but not including a person, firm or corporation merely furnishing material not so worked.

2.27 SUBSTANTIAL COMPLETION: That date on which, as certified in writing by CONSULTANT, the Work/Scope of Services, or a portion thereof designated by the PROJECT MANAGER in his/her sole discretion, is at a level of completion in substantial compliance with the CONTRACT DOCUMENTS such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy beneficial use or occupancy and can use or operate the Work in all respects for its intended purpose(s).

2.28 SURETY: The surety company which is bound by the performance bond and payment bond with and for CMAR who is primarily liable, and which surety company is responsible for CMAR's acceptable and timely performance of the

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work under the CONTRACT DOCUMENTS and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes, as amended from time to time. All surety companies shall be authorized to conduct suretyship business under Florida Law and have a Florida Resident Agent.

2.29 WORK: The totality of the obligations, including construction and other services required by the CONTRACT DOCUMENTS including all labor, materials, equipment and service provided or to be provided by CMAR to fulfill CMAR's obligations. The Work may constitute the whole or a part of the PROJECT.

2.30 WRITTEN NOTICE: See Article 31

ARTICLE 3
CMAR's RESPONSIBILITIES

3.1 The CMAR shall provide the construction services described in Exhibits "A" through "H", this Contract and the CONTRACT DOCUMENTS.

3.2 CMAR shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.

3.3 CMAR shall plan, record, and update, at least monthly, the construction schedule of the PROJECT. The schedule shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the work. The Progress Schedule shall encompass all of the work of all trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis.

3.4 SUPERINTENDENCE AND SUPERVISION:

3.4.1 The instructions of CITY are to be given through CONSULTANT, which instructions are to be strictly and promptly followed in every case. CMAR shall keep on the Project site during its progress, a competent, full time, English speaking Superintendent or Supervisor ("Superintendent") and any necessary assistants, all satisfactory to the CONSULTANT and PROJECT MANAGER. The Superintendent or Supervisor shall not be changed except with the written consent of PROJECT MANAGER, unless the Superintendent or Supervisor proved to be unsatisfactory to CMAR and ceases to be in its employ. The Superintendent or Supervisor shall represent CMAR and all direction given to the Superintendent or Supervisor shall be as binding as if given to CMAR and will be confirmed in writing by CONSULTANT. CMAR shall give efficient supervision to the Work, using its best skill and attention.

3.4.2 CMAR's Superintendent or Supervisor shall record, at a minimum, the following information on a daily basis: the day; date; weather conditions and how any weather conditions affected the progress of the work; time of commencement of work for the day; the work being performed; labor, personnel, and subcontractors at the PROJECT site; visitors to the PROJECT

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site including representatives of CITY, CONSULTANT, regulatory authorities; any special or unusual conditions or occurrences encountered; and the time of termination of work for the day. . The daily log shall be available at all times for inspection and copying by the PROJECT MANAGER and CONSULTANT.

3.4.3 CMAR, CONSULTANT and PROJECT MANAGER shall meet at least every two weeks or as otherwise determined by CONSULTANT and/or PROJECT MANAGER during the course of the WORK to review and agree upon the WORK performed to date and to establish the controlling items of work for the next two weeks. CONSULTANT shall publish, keep, and distribute minutes of, and any comments on, each such meeting.

3.4.4 CMAR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the CONTRACT DOCUMENTS. CMAR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

3.5 CMAR shall use reasonable efforts to verify all dimensions, quantities and details shown on the drawings, specifications or other data received from CONSULTANT, and shall notify CONSULTANT of all errors, omissions and discrepancies found therein within three calendar days of discovery.

3.6 DIFFERING SITE CONDITIONS:

In the event that during the course of the work, CMAR encounters an underground utility that was not shown on the CONTRACT DOCUMENTS; or subsurface or concealed conditions at the project site which differ materially from those shown on the CONTRACT DOCUMENTS and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the CONTRACT DOCUMENTS; or unknown physical conditions of the PROJECT site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the CONTRACT DOCUMENTS, CMAR without disturbing the conditions and before performing any work affected by such conditions, shall, no later than 9:00 a.m. the next day after their discovery, notify CITY and CONSULTANT in writing of the existence of the aforesaid conditions. CITY or CONSULTANT shall, within one business day after receipt of CMAR's written notice, investigate the site conditions identified by the CMAR. If, in the sole opinion of CITY or CONSULTANT, the conditions do materially so differ and cause an increase or decrease in CMAR's cost of, or the time required for the performance of any part of the work, whether or not charged as a result of the conditions, CITY or CONSULTANT shall recommend an equitable adjustment to the CONTRACT PRICE, and /or the CONTRACT TIME, or both, which is subject to written approval by the PROJECT MANAGER. If CITY or CONSULTANT and CMAR cannot agree on an adjustment in the CONTRACT PRICE or CONTRACT TIME, the adjustment shall be determined by the CONSULTANT with City input and approval in accordance with Article 30. No request by CMAR for an equitable adjustment or change to the CONTRACT PRICE or CONTRACT TIME under this provision shall be allowed unless the CMAR has given written notice within

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30 days from when the CMAR knew or should have known of such conditions and the written notice shall detail the facts relating to such request. .

No request for an equitable adjustment or change to the CONTRACT PRICE or CONTRACT TIME for different site conditions shall be allowed if made after the date certified by CONSULTANT as the date of SUBSTANTIAL COMPLETION.

3.7 SUBMITTALS:

3.7.1 CMAR shall provide submittals (including but not limited to shop drawings, product samples, product data, warranties, closeout submittals, reports and photographs) as required by the specifications. The submittals serve as CMAR's coordination documents and demonstrate the suitability, efficiency, technique of manufacture, installation requirements, detailing and coordination of specified products, components, assemblies and systems, and evidence compliance or noncompliance with the CONTRACT DOCUMENTS. All submittals shall be reviewed and approved by CONSULTANT prior to CMAR proceeding with the Work related to any submittal. CMAR's submittals are not part of the CONTRACT DOCUMENTS but are documents prepared and utilized by the CMAR to coordinate the WORK.

3.7.2 Within ten calendar days after the date of the first NOTICE TO PROCEED, CMAR shall provide to CONSULTANT, a list of all submittals required for permitting. Within 20 calendar days after the date of the NOTICE TO PROCEED, CMAR shall submit to CONSULTANT (with a copy to the PROJECT MANAGER) a comprehensive list of required items and shall identify the critical items. Approval of this list (the Submittal Schedule) by CONSULTANT shall in no way relieve CMAR from providing complete submittals as required by the CONTRACT DOCUMENTS and providing services, products, materials, equipment, systems and assemblies, fully in accordance with the CONTRACT DOCUMENTS.

3.7.3 After the approval of the submittal schedule, CMAR shall promptly request submittals from the various manufacturers, fabricators, and suppliers 3.7.4 CMAR shall thoroughly review and check the submittals and provide them to the CONSULTANT in accordance with the requirements for such submittals specified in Division 1 of the specifications. Each submittal and required copy shall indicate CMAR's review of that submittal in the form required by the CONTRACT DOCUMENTS.

3.7.5 CMAR shall maintain a Submittal Log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

3.7.6 If the submittals indicate deviations or departures from the requirements of the CONTRACT DOCUMENTS, CMAR shall make specific mention of such in its letter of transmittal. Failure to point out such deviations or departures shall not relieve CMAR from its responsibility to comply with the CONTRACT DOCUMENTS.

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3.7.7 CONSULTANT shall have no duty to review partial or incomplete submittals except as may be provided otherwise within the CONTRACT DOCUMENTS.

3.7.8 Provided such submittals conform to the approved submittal schedule, CONSULTANT shall review and approve submittals as expeditiously as possible, within ten calendar days from the date received, unless said submittals are rejected by CONSULTANT for material reasons or the submittals are of substantial building systems which require more time for thorough review. CONSULTANT's approval of submittals will be general and shall not relieve CMAR of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the WORK, nor for the furnishing of materials or work required by the CONTRACT DOCUMENTS. No WORK for which submittals are required shall be performed until said submittals have been approved by CONSULTANT. Approval shall not relieve CMAR from responsibility for errors or omissions on the submittals or for compliance with the requirements of the CONTRACT DOCUMENTS.

3.7.9 No review or approval will be given to partial submittals for items which interconnect and/or are interdependent where necessary to properly evaluate the submittal. It is CMAR's responsibility to assemble the submittals for all such interconnecting and/or interdependent items, check them and then provide one submittal to CONSULTANT along with comments as to compliance, noncompliance, or features requiring special attention.

3.7.10 Additional information provided by the CMAR on any submittal shall be typewritten or lettered in ink.

3.7.11 CMAR shall submit the number of copies required by the CONTRACT DOCUMENTS plus the number required by jurisdictional authorities (when submittals are to be made to such authorities). Resubmissions of submittals shall be made in the same quantity until final approval is obtained from CONSULTANT.

3.7.12 CMAR shall keep one set of CONSULTANT approved submittals at the project site at all times.

3.8 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS:

3.8.1 The entire responsibility for establishing and maintaining line and grade in the field lies with CMAR. CMAR shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, manholes, handholes, fittings and other accessories/features and shall prepare a complete site survey sealed by a Florida registered Professional Surveyor which shall be submitted as a project record document at the time of requesting final payment. Final surveys shall be submitted in hardcopy and as an electronic media submittal prepared in accordance with requirements for electronic media submittals as specified elsewhere in the PROJECT MANUAL.

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The cost of all such field layout and recording work is included in the prices bid for the appropriate items.

3.8.2 CMAR shall have available at the project site, one electronic copy of all drawings, plans, specifications, addenda, written amendments, change orders, , submittals and written interpretations and clarifications in good order and annotated to show all changes made during construction. Each of these documents shall be clearly marked by CMAR as "Project Record Document." These Project Record Documents together with all approved samples and a counterpart of all approved submittals shall be available at all times to the CONSULTANT for reference. Upon final completion of the PROJECT and prior to Final Payment, these Project Record Documents, including submittals and other Project Record Documents required elsewhere in the PROJECT MANUAL and specifications shall be delivered to the PROJECT MANAGER.

3.8.3 Prior to, and as a condition precedent to Final Payment, CMAR shall submit to CITY, CMAR's record drawings or as-built drawings acceptable to CONSULTANT.

3.8.4 CMAR shall deliver to CONSULTANT for delivery to the CITY all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturer's warranties and operations manuals as may be required within the PROJECT MANUAL for the CITY's employees and agents to maintain and operate any equipment provided as part of the WORK.

3.9 INSPECTION AND TESTING:

3.9.1 CONSULTANT and PROJECT MANAGER shall, at all times, have access to the WORK, and CMAR shall provide for use by the CONSULTANT the facilities described in Division 1 of the specifications for such access and for inspecting, measuring and testing.

3.9.1.1 Should the CONTRACT DOCUMENTS, CONSULTANT's instructions, any laws, ordinances, or public authority require any of the Work to be specially tested or approved, CMAR , shall update the CONSULTANT on a weekly basis by providing a two week look-ahead schedule denoting all activity to be performed and highlighting those activities that need testing and approval. If the testing or approval is to be made by an authority other than CITY, timely notice shall be given of the date fixed for such testing or approval. Testing shall be made promptly, and where practicable, at the source of supply. If any of the WORK that requires approval is covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored to the satisfaction of the CONSULTANT.

3.9.1.2 Reexamination of any of the WORK may be ordered by CONSULTANT with prior written approval by the PROJECT MANAGER, and if so ordered, the WORK must be uncovered by the CONTRACTOR. If such

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WORK is found to be in accordance with the CONTRACT DOCUMENTS, CITY shall pay the cost of reexamination and replacement by means of a CHANGE ORDER. If such WORK is not in accordance with the CONTRACT DOCUMENTS, CMAR shall pay such cost to be deducted from the CMAR's fee at no additional cost to CITY.

3.9.2 No inspector, employee or agent of the City shall have the authority to permit deviations from, nor to modify any of the provisions of the CONTRACT DOCUMENTS nor to delay the contract by failure to inspect the materials and WORK with reasonable promptness without the written permissions or instructions of CONSULTANT and PROJECT MANAGER.

3.9.3 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CMAR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the CMAR will constitute a breach of this contract.

3.10 TAXES/DIRECT OWNER PURCHASE OPTION

3.10.1 CMAR shall pay all applicable sales, consumer, use and other taxes required by law. CMAR is responsible for reviewing the pertinent state statutes and regulations involving state taxes and complying with all requirements.

3.10.2 Taxes shall be a reimbursable cost under Section 8.3.4(6) except income and franchise taxes. All such taxes that are required as of the time of contract execution shall be included in the GMP.

3.10.3 The CITY, in its sole discretion, may choose to exercise the Owner direct purchase option CMAR has included in its GMP and shall pay all sales, consumer, use and other similar taxes for the WORK or portions thereof provided by CMAR which are legally enacted at the time the GMP is established, whether or not yet effective. OWNER reserves the right to delete portions of the WORK and to direct purchase materials to realize a true savings pursuant to an owner direct purchase Option ("ODP"). CMAR hereby agrees to permit OWNER to direct purchase from its suppliers at prices quoted to CMAR and for OWNER to retain any true savings generated thereby.

3.10.4 In accordance with the provisions of subsection 3.10.3 of this contract, CITY may exercise its right to implement an OPD/ Sales Tax Savings Program, with respect to this contract. This Article describes the procedures by which this program will be implemented and administered if the CITY subsequently determines to do so. Pursuant to these procedures, CITY may order and pay for all such purchases, as well as take title to all such purchases, directly from the supplier or manufacturer.

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3.10.5 At the time the GMP is established, but not later than concurrently with submission of the required Schedule of Values, CITY, CONSULTANT, and CMAR shall endeavor to identify the specific items and the estimated costs of the potential "ODP". CMAR shall identify a separate line item cost for each potential ODP item. CMAR CONTRACTOR must clearly and separately identify any CONTINGENCY or allowance amount associated with any ODP line items. The GMP must include the total cost of the WORK, including the cost of the ODP items and their associated sales taxes.

3.10.6 Based upon review of the CONTRACT DOCUMENTS, CMAR shall recommend potential ODP items to the PROJECT MANAGER and CONSULTANT. After reviewing CMAR's recommendations and the applicable CONTRACT DOCUMENTS, and after consultation with CONSULTANT, PROJECT MANAGER shall make the final determination as to which items, if any, will be purchased as ODP items.

3.10.7 After PROJECT MANAGER identifies the ODP items, CMAR shall prepare a standard purchase order requisition on a purchase order form provided by CITY, to specifically identify the materials which CITY has elected to purchase directly. The purchase order requisition form shall include the following information:

Project Name;
CONTRACTOR Name;
Manufacturer/Supplier Name;
Name, address, telephone number and contact person for Manufacturer/ Supplier;
Manufacturer or brand model or specification number of the item;
The quantity and unit of measure needed as estimated by CONTRACTOR;
The price quoted by the Manufacturer/Supplier for the materials or equipment identified;
All sales tax associated with the price quote;
Delivery address;
Delivery dates;
Delivery instructions;
Vendor identification number;
Mailing address for invoices.

3.10.8 All purchase order requisitions prepared by CMAR must be sent to CITY's Department of Design and Construction Management, with a copy to the CONSULTANT, and they must be expressly approved by PROJECT MANAGER before a purchase order is issued to the applicable Manufacturer/Supplier. In preparing the standard purchase order requisition, CMAR shall include all terms and conditions, which may have been negotiated by the CMAR with the Manufacturer/Supplier {e.g.

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payment terms, warranties, etc.). To the extent any such terms or conditions differ from the standard terms and conditions included in CITY's standard purchase order requisition form, such differences must be specifically identified to CITY by the CMAR prior to submitting the requisition for review by the City Attorney's Office and Procurement Director. Upon the additional terms or conditions being reviewed and accepted, CMAR shall submit the required purchase order requisition. All shipping expenses associated with any ODP item (including all freight insurance) must be included in the cost of that item and not charged as a separate item.

3.10.9 All purchase order requisitions prepared by CMAR must be submitted to the PROJECT MANAGER and CONSULTANT no less than 21 calendar days prior to the need for the ordering of the subject ODP item, in order to provide sufficient time for its review.

3.10.10 CMAR is responsible for ensuring that all necessary attachments to the purchase order requisition {e.g., shop drawings, details, specification sheets, etc.) required to properly place the order with the Manufacturer/Supplier, have been attached to the purchase order requisition at the time it is sent to PROJECT MANAGER for review. Once approved by the DIRECTOR OR PROJECT MANAGER, PROJECT MANAGER shall forward the completed purchase order requisition, with all attachments, to the Manufacturer/Supplier, with a copy to CMAR.

3.10.11 The CITY shall take title to ODP items from the Manufacturer/Supplier at the time of purchase or delivery, as applicable, according to the terms of purchase and delivery. The CITY assumes the risk of loss with respect to ODP items in that it bears the economic burden of insurance for loss or damage, and directly enjoys the economic benefit of proceeds of such insurance as an additional named insured.

3.10.12 As ODP items are delivered to the job site, CMAR shall visually inspect all shipments from Manufacturers/Suppliers and approve the vendor's shipping record for material delivered. CMAR shall assure that each delivery of an ODP item is accompanied by the appropriate documentation to adequately identify the purchase order number against which the purchase is made and to confirm that the correct type and quantity of the ODP item has been delivered in the appropriate condition. CMAR's approval will include a legible signature (printed) of the person who inspected the delivered items, dated as of the date of delivery.

3.10.13 All invoices from the Manufacturer/Supplier must be directed and sent to PROJECT MANAGER at the Department of Design and Construction Management by CMAR. It is the responsibility of CMAR to review all such invoices and confirm in writing their accuracy in relation to the delivery ticket and the OPD items actually delivered before forwarding them to PROJECT MANAGER for processing and payment. CMAR shall

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obtain from the Manufacturer/Supplier all releases, warranties and other necessary supporting documentation which may be required by CITY and shall insure that all such releases, warranties and supporting documentation have been attached to the invoice before forwarding the invoice to PROJECT MANAGER for processing and payment. CMAR is responsible for obtaining from the Manufacturer/Supplier all operating information and manuals, spare parts and all other items required to be provided by the Manufacturer/Supplier.

3.10.14 CMAR shall review all such items for compliance with the requirements of the DOCUMENTS and shall organize and deliver all such items to PROJECT MANAGER as part of its requirements for achieving SUBSTANTIAL COMPLETION of the WORK.

3.10.15 CMAR, PROJECT MANAGER and CONSULATANT shall review on a quarterly basis, the ODPs that have been delivered and paid for the previous quarter. CMAR's shall prepare a log of ODPs, showing the amount equal to the value of any ODPs, including sales taxes, paid for by CITY. At a time of its choosing, but prior to completion of the WORK, CITY shall prepare an appropriate CHANGE ORDER, for CMAR's execution, which reduces the CONTRACT PRICE by the total cost paid by CITY for the ODPs, together with the amount of sales tax savings that have been realized as a result of CITY's ODPs. Further, the CHANGE ORDER shall allocate to the OWNER's CONTINGENCY any sales tax savings.

3.10.16 Nothing in this Article relieves CMAR from its responsibility for the requisitioning of the order, scheduling, coordinating, insuring, delivery, unloading, storage, installation, repair, operation and warranty of all ODP items. All such obligations remain the responsibility of CMAR and have been paid for by CITY as a part of the CONTRACT PRICE (which always included these responsibilities and obligations) as fully as if there had been no CITY ODP purchase whatsoever.

ARTICLE 4
PRIORITY OF PROVISIONS

4.1 The CONTRACT DOCUMENTS shall be interpreted so as to eliminate inconsistencies or conflicts but, in the event of any conflict, requirements for greater quantity and/or more expensive work shall govern such interpretation.

4.2 In case of conflicts between the provisions of this contract, any ancillary documents executed contemporaneously herewith or prior hereto, or any other of the CONTRACT DOCUMENTS, the provisions of this Contract (including all Exhibits) shall prevail.

4.3 In the event of a conflict, discrepancy, or inconsistency among the Contract Documents, the most stringent requirement set forth in the Contract Documents will apply. However, the following order of priority will

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generally be given:

a. Change Orders, Amendments or other written modifications to this Agreement entered into after the Execution Date;
b. CMAR's Qualifications and Assumptions.
c. This Agreement including all Exhibits.
d. General, Supplemental or Special Conditions (if any);
e. Specifications.
f. Drawings, and among the drawings, the following:
(i) As between figures given on plans and scaled measurements, the figures shall govern;
(ii) As between large-scale plans and small-scale plans, the large-scale plans shall govern.

4.4 The organization of the specifications into divisions and sections and the arrangement of drawings shall not control CMAR in dividing the WORK among subcontractors or in establishing the extent of the WORK to be performed by any trade. The organization of the specifications and the arrangement of the drawings is for the convenience of CMAR and is not intended to relieve CMAR from its obligation to conduct a complete study of the drawings, specifications and addenda for the purpose of directing and coordinating the various subcontractors and suppliers as to their respective responsibilities.

ARTICLE 5
CONSULTANT'S AUTHORITY

5.1 CONSULTANT will provide overall technical and management services to assist the CITY in maintaining schedules, establishing budgets, controlling costs, and achieving quality.

5.2 If at any time the CONSULTANT observes or becomes aware of any fault or defect in the WORK or of any nonconformance with the CONTRACT DOCUMENTS, CONSULTANT will promptly notify the PROJECT MANAGER and CMAR in writing and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The CONSULTANT shall have the authority to reject work that does not in its opinion, or in the opinion of the PROJECT MANAGER, conform to the CONTRACT DOCUMENTS.

5.3 CONSULTANT shall monitor the overall quality, progress and cost of the WORK.

5.4 CONSULTANT shall not have control over construction means, methods, techniques, sequences and procedures employed by CMAR in the performance of the WORK, but shall be responsible for using its best efforts to review and, if unacceptable, disapprove such and shall recommend a course of action to the CITY based on the fact that the requirements of the CONTRACT DOCUMENTS are not being met by CMAR.

5.5 The CITY will be assisted by CONSULTANT in the areas of on-site review of WORK in progress, review of pay requests submitted by CMAR, assisting in the

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interpretation of the intent of the CONTRACT DOCUMENTS for the proper execution of the WORK, and such other assistance as the CITY may request.

5.6 The CONSULTANT shall have no authority to order or approve any deviation from the CONTRACT DOCUMENTS, whether or not such deviation affects the cost of the WORK, or the date of SUBSTANTIAL COMPLETION. In the event any such deviation is sought by CONSULTANT or CMAR, prior written approval from the PROJECT MANAGER must be obtained.

ARTICLE 6
TIME FOR PERFORMANCE

6.1 CONTRACT TIME:

6.1.1 CMAR shall be instructed to commence the WORK by written NOTICES TO PROCEED issued by the PROJECT MANAGER. The first NOTICE TO PROCEED will not be issued until CMAR's submission to PROJECT MANAGER of all required documents and after execution of the contract by both parties. Preliminary work, including submission of a project schedule, schedule of values, agreed-upon submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be submitted within 30 calendar days after the date of the NOTICE TO PROCEED, unless approved otherwise by the PROJECT MANAGER. Receipt of all permits by CMAR is a condition precedent to the issuance of a second NOTICE TO PROCEED for all other work. The WORK to be performed pursuant to the second NOTICE TO PROCEED shall be started within ten calendar days of the Project Initiation Date specified in the second NOTICE TO PROCEED

6.1.2 Time is of the essence throughout this contract. The PROJECT shall be SUBSTANTIALLY COMPLETED within 683 calendar days from the date of the second NOTICE TO PROCEED per activity MS-130 on attached construction schedule. The total PROJECT shall be completed and ready for final payment within 90 calendar days from the date certified by CONSULTANT as the date of SUBSTANTIAL COMPLETION in accordance with Article 8.

6.1.3 LIQUIDATED DAMAGES.

A. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION.

1. The CMAR shall pay the OWNER the sum of $5000.00 Dollars per day for each and every calendar day of unexcused delay in achieving SUBSTANTIAL COMPLETION commencing on the thirty-first day after the date set forth in the CONTRACT DOCUMENTS for SUBSTANTIAL COMPLETION of each phase, if phased, or the PROJECT, if not phased.

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2. OWNER and CMAR acknowledge that any sums due and payable by the CMAR shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the OWNER as estimated at the time of executing the CONTRACT DOCUMENTS If the OWNER reasonably believes in its discretion that SUBSTANTIAL COMPLETION will be delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays. If, and when, in the OWNER's discretion, the CMAR overcomes the delay in achieving the SUBSTANTIAL COMPLETION, or any part thereof, for which the OWNER has withheld payment, the OWNER shall promptly release to the CMAR those funds withheld, but no longer applicable, as liquidated damages.

3. Partial use or occupancy of the PROJECT may not result in the Scope of Services/Work being deemed substantially completed, and such partial use or occupancy may not be evidence of SUBSTANTIAL COMPLETION.

   SUBSTANTIAL COMPLETION, in the context of this contract, does not refer to any prior dates on which the OWNER employs other contractors to work on the same site.

B. LIQUIDATED DAMAGES FOR FINAL COMPLETION.

1. If the CMAR fails to achieve FINAL COMPLETION within 90 days of the date of SUBSTANTIAL COMPLETION, the CMAR shall pay the OWNER the sum of $250.00 Dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for completion of the WORK or PROJECT.

2. Any sums due and payable hereunder by the CMAR shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the OWNER, as estimated at or before the time of executing this contract. When the OWNER reasonably believes that FINAL COMPLETION will be inexcusably delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays.

3. Prior to being entitled to receive final payment, and as a condition precedent thereto, the CMAR shall provide the OWNER, in the form and manner required by the OWNER, the following:

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a. An affidavit that the CMAR's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the PROJECT, have been paid or otherwise satisfied;

b. Such other documents as required by the PROJECT MANUAL from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who may have a claim against the person or entity that retained it, including but not limited to final releases of bond;

c. All product warranties, operating manuals, instruction manuals and other documents customarily required of the CMAR or reasonably required by the OWNER, including but not limited to those required elsewhere in the CONTRACT DOCUMENTS, as part of its Project Closing procedure.

6.1.4 Notwithstanding anything to the contrary herein, the total amount of liquidated damages for which the CMAR may be liable shall in no event exceed one hundred percent (100%) of the CMAR's Fee, which sum represents CMAR's maximum liability for liquidated damages. Additionally if either Substantial Completion or Final Completion (as it pertains to issuance of relevant governmental approvals, i.e., Temporary Certificate of Occupancy and/or Final Certificate of Completion) is not achieved through no fault, in whole or in part, of CMAR, then on the date that CMAR has otherwise satisfied all of the other requirements and conditions of Substantial and/or Final Completion as the case may be, then the requirements set forth herein shall be deemed satisfied as of that date for purposes of accessing liquidated damages.

6.15 Extensions to the CONTRACT TIME for delays caused by the effects of inclement weather shall be submitted as a request for change in CONTRACT TIME pursuant to Article 6.3. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CMAR from productively performing controlling items of work identified on the accepted schedule or updates resulting in CMAR being unable to work at least 50% of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

6.2 SUBSTANTIAL COMPLETION DATE:

When CMAR considers that the WORK, or portion thereof designated by PROJECT MANAGER pursuant to Article 6.4 hereof, has reached SUBSTANTIAL COMPLETION , CMAR shall so notify PROJECT MANAGER and CONSULTANT in writing. CONSULTANT and PROJECT MANAGER shall then promptly inspect the WORK.

When CONSULTANT, on the basis of such an inspection, determines that the WORK or designated portion thereof is substantially complete, CONSULTANT will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 1 which shall establish the Date of SUBSTANTIAL COMPLETION ; shall

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state the responsibilities of CITY 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 15 calendar days of the CMAR's actual knowledge 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 or PROJECT MANAGER 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 said event. All claims for adjustment in the CONTRACT TIME or CONTRACT PRICE shall be determined by CONSULTANT and City 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 7.81of this contract. Such delays shall include, but not be limited to, acts or neglect by any separate independent contractors employed by CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

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6.4 USE OF COMPLETED PORTIONS:

6.4.1 CITY 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 7.4 or 7.6 hereof.

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

6.4.3 CITY shall give notice to CMAR in writing at least 15 calendar days prior to CITY'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 hereto as Form 1 from CITY.

6.4.4.1 Upon CONSULTANT's issuance of a Certificate of SUBSTANTIAL COMPLETION, CITY will assume full responsibility for maintenance, services, subsequent damages of or by the CITY and the public, adjustment of insurance coverage and start of warranty for 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.

6.4.4.3 If the CITY finds it necessary to occupy or use a portion or portions of the WORK to SUBSTANTIALCOMPLETION thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by CITY 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.

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ARTICLE 7
CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

7.1 Without invalidating the contract and without notice to the surety, CITY 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 Ordinance.

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 CITY as hereinafter provided.

7.3 The PROJECT MANAGER through the CONSULTANT may direct CMAR to expedite the WORK by whatever means CMAR may use, including, without limitation, increasing staffing or working overtime to bring the work back within the progress schedule. If the 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 7.4 or Article 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 which are not properly executed, or the subject of supplemental instructions, including all changes resulting in changes in the CONTRACT PRICE , or the CONTRACT TIME , shall be authorized only 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 Purchasing Ordinance which is deemed to be incorporated by reference herein as though set forth in full.

7.4.2 CMAR's fee on such changes which exceeds GMP shall be determined as follows:

(a) A mutually acceptable fixed fee, or

(b) If none can be agreed upon, a fee based upon a percentage of the net change to the Cost of the Work resulting from the CHANGE ORDER, in accordance with Article 8.3, hereof, 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

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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 a CHANGE ORDER setting forth adjustments is prior to receiving written authorization through the PROJECT MANAGER, it does so at its own risk and assume all associated responsibility and costs. Upon receipt of an approved CHANGE ORDER, CMAR shall promptly proceed with the WORK set forth within the document.

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, CITY 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 submit the matter in dispute to CONSULTANT as set forth in Article 30 hereof. Upon receipt of a 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, CMAR shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total CONTRACT PRICE contract price as increased and shall provide a copy of the revised bonds to the PROJECT MANAGER.

7.5 SUPPLEMENTAL INSTRUCTIONS:

7.5.1 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 it 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.

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7.6 CONTRACT PRICE ELEMENT ADJUSTMENT MEMORANDA:

CONTRACT PRICE
FIXED FEE WITH A GUARANTEED MAXIMUM PRICE (GMP)

a.	Direct Construction Cost	$___67,361,964_____
b.	General Conditions	$____5,923,865_____
c.	Construction Phase Fee	$____3,189,896_____
d.	Insurance **(Includes SDI, CCIP, and Bond)	$____2,940,718_____
e.	Construction Contingency	$____2,020,859_____
f.	Owner's Contingency	$____1,500,000_____
TOTAL GMP (ALL INCLUSIVE)		$___82,937,302_____

The PROJECT MANAGER shall have the right to issue certain Contract Price Element Adjustment Memoranda which shall address the reallocation of sums between the Contract Price Elements within the CONTRACT PRICE. In no event shall the Contract Price be modified except by following 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 CONTRACT PRICE, and provided that amounts shall only be transferred from Elements a. through f. above with prior approval of the CMAR and the CITY.

At the completion of the WORK, a Memorandum will be issued in conjunction with a final CHANGE ORDER to remove any remaining sums within the Direct Construction Cost and General Conditions and reduce the GMP in accordance with subsection 7.4 and subsection 8.2 of this Agreement.

When major subcontracts of the PROJECT are bid and have been executed, if the sum of the subcontracts are below such WORK, a Memorandum 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 City Allowance Account 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 Memorandum will be issued in conjunction with a Final CHANGE ORDER to remove any remaining sums within the OWNER's CONTINGENCY AND the CONSTRUCTION CONTINGENCY the GMP shall be reduced in accordance with subsections 7.4 and 8.2 of this Agreement.

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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 CITY 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 CITY 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 CITY 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 which extends the completion of the WORK which is caused by circumstances beyond the control of CMAR or its subcontractors, 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 hereof.

Failure of CMAR to comply with Article 6, subsection 6.3 hereof 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, i.e., actions and/or inactions, on the part of CITY or its agents. In no event shall CMAR be compensated for interim or non-critical delays, which 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 Agreement, the CONTRACT PRICE will be increased by a to be determined sum based on the approved staff rates in the contract at time of delay per calendar day for which such compensation is payable. Such an increase will be reflected in an approved CHANGE ORDER.

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(b) Non-Compensable Excusable Delay. When Excusable Delay is not due solely to fraud, bad faith or active interference on the part of CITY 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 CITY shall pay to CMAR a sum of money not to exceed the CONTRACT PRICE which is defined to be the total of: (i) CMAR's direct construction cost; (ii) so much of the CMAR's general conditions 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 management fee. The CONTRACT PRICE shall not exceed the sum shown in Exhibit "D" and in accordance with Article 1 as the GMP, adjusted to take into account any approved CHANGE ORDERS , and shall mean those costs necessarily incurred and paid by CMAR in connection with the performance of all the work.

8.2 After completion and acceptance of the work, in the event that the cost of the WORK plus the CMAR's 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 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 CITY'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 CITY shall not be required to pay any amount that exceeds the GMP; and CMAR shall have no claim against the CITY 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, as specifically set forth in the components of the GMP described in Article 7, section 7.6 . 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 CITY. The Cost of the Work shall include only those items set forth in this Article 8.3 and shall not include any items listed in Article 8.4. Cost of the Work shall be determined as follows:

8.3.1 SUBCONTRACTOR COSTS:

(a) CMAR's Direct Construction Cost, as generally described on Exhibit "A", attached hereto, 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) By mutual acceptance of a lump sum which SUBCONTRACTOR, CONTRACTOR and CITY acknowledge contains a component for overhead, DS CG DS kH

and profit, which shall be subject to the limitation of subcontractor fees set forth in Article 7, subsection 7.4.2. Whenever a change in subcontractor work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CMAR shall submit an initial cost estimate obtained from the subcontractor and acceptable to CONSULTANT. The breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one SUBCONTRACTOR and the change is an increase in the GMP, overhead and profit percentage of each SUBCONTRACTOR and CMAR, if applicable, shall be itemized separately.

(c) 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.

(d) 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 CONTRACTOR'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 46.5%_percent as set forth in the schedule of job classifications agreed upon by CITY and CONTRACTOR. The CONTRACTORS general conditions are lump sum and are to be billed on a percentage of work completed basis. 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. Lump sum General Conditions are a fixed fee and not subject to audit once the contract is executed. Wage rates for MOSS Hourly employees that are a part of the general requirements are submitted at the agreed upon rate; hours, not rates, are subject to audit.

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 CONTRACTOR or others in accordance with rental agreements and the cost

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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.

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) Actual cost of bonds, including subcontractor bonds, if any that CMAR is obligated to secure and maintain under the terms of the CONTRACT DOCUMENTS. Insurance costs, including CMAR's CCIP coverage at the fixed rate of 1.5% of the GMP and in addition to the CCIP fixed rate, CMAR is entitled to retain subcontractor insurance credits as described in the CCIP Manual, and other insurances as may be required, subject to the written approval of the CITY, and Subcontractor Default Insurance costs at the fixed rate of 1.25% of the total subcontract and purchase order amounts, inclusive of direct owner purchased material. All insurance and bonds shall be provided by companies acceptable to the CITY.

Self-insurance by CMAR or insurance through any affiliates of CMAR shall not be permitted without the CITY's prior written approval. City'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 CITY, 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 CITY's separate contractors except pursuant to Change Order procedures set forth herein and in accordance with Section 38.48 of the Purchasing Ordinance.

(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;

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(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.

(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 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, in the performance of the WORK.

8.4 Overhead EXCLUSIONS TO COST OF THE WORK:

Is defined as any and all other costs, not referenced in Article 8.3, of CMAR and its operation which are not in direct support of the PROJECT. CMAR agrees to furnish

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and perform, as a part of CMAR's 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 CITY, whether at the site or in its principal or a branch office, for general administration that are not specifically included in the General Conditions are to be considered administrative costs covered by CMAR's 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 as may be reasonably required by City and CONSULTANT, as more particularly described in subsection 8.5.4 below. CMAR shall submit with each Request for Payment, an updated progress schedule acceptable to City and CONSULTANT and either conditional releases of liens 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 of all monies earned by CMAR shall be retained by CITY until FINAL COMPLETION and acceptance by CITY in accordance with Article ~~8.9~~ 8.6 hereof, except for the following items: General Conditions, Insurances

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General Requirements, and self-performed Work performed on a cost reimbursement basis, if any.

8.5.3 After 50% of the WORK has been completed, the PROJECT MANAGER may reduce the retainage to two and a half percent of all monies previously earned and all monies earned thereafter. After 90% of the WORK has been completed, the PROJECT MANAGER may reduce the retainage to one percent of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the sole discretion of the PROJECT MANAGER, shall be recommended by CONSULTANT, and CMAR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue solely to the benefit of CITY.

8.5.4 CITY 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 Liquidated 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 direct construction cost equal to the percentage of the WORK completed; plus (ii) an appropriate amount of the CMAR's 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 direct construction cost 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.

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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 CITY 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 SUBCONTRACTORS 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 30 days after FINAL COMPLETION of the WORK and acceptance thereof by the CITY, 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 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.

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 direct construction costs, or to cover other costs arising during construction, such as: anticipated costs that exceed a particular line item within the estimated CMAR's direct construction cost; increases in SUBCONTRACTOR costs due to insolvency;

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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 CONTINGENCY must first be approved by the CONSULTANT and the CITY in writing. CMAR will be required to furnish documentation evidencing the expenditures charged to the CONTINGENCY prior to release of funds by the CITY. At FINAL COMPLETION of the PROJECT, any remaining monies in the Construction Contingency shall vest in the CITY 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 seventy-five percent (75%) overall completion of the Work, all buyout savings may be transferred to the OWNER's CONTINGENCY at OWNER's sole discretion.

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. above.

ARTICLE 10
DISCOUNTS, REBATES, AND REFUNDS

10.1 All cash discounts obtained on payments made by CMAR shall accrue to the CITY unless CMAR actually advanced its own funds, prior to receipt of funds from CITY, to make the payment giving rise to the discount. When CMAR becomes aware that a cash discount may be available to CITY, CMAR shall, prior to advancing its own funds, notify CONSULTANT of such opportunity so CITY can make the required payment to achieve the discount for the CITY. 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 CITY, 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

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requirements of this Article for 100% of CMAR's direct construction cost 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 CITY, 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 CITY, to name the CITY as an additional insured on its comprehensive general liability insurance; that the subcontractor 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 CITY, or as otherwise provided in the subcontract, whichever is more protective of the CITY'S interest; and that, in the event this contract is terminated for any reason, the SUBCONTRACTOR shall, at the CITY'S option, perform its subcontract for the CITY, or for a contractor designated by the CITY, 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 CITY 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 CITY 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 Contingency Allowance. 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 CITY designates a bidder as the selected SUBCONTRACTOR or supplier, and the s bid exceeds that of the recommended bidder selected by the CMAR

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whose bid complies with the CONTRACT DOCUMENTS (the amount by which the bid of the CITY'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 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 has been furnished to the CITY 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 and 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 CITY, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance with endorsements; or

2. Certified copy (redacted as to rate, premiums, and other confidential information) of the actual insurance policy.

The CITY, at its sole option, has the right to request a certified copy of any or all insurance policies (redacted as to rate, premium, and deductibles) required by the CONTRACT DOCUMENTS. All insurance policies must specify that they are not

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subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to the 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 CITY, its employees and officers shall be named as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the CITY will be named as an Additional Insured and Loss Payee on all policies covering CITY-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CITY prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by the CITY's Risk Manager.

12.2 CONTRACTORS – INSURANCE REQUIREMENTS

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

CMAR shall provide the insurance listed below which will be provided in part through a Construction Manager Controlled Insurance Program ("CCIP") at the rates specified herein or in CMAR's GMP proposal as approved by the City. The administration of the CCIP shall be consistent with the CCIP manual, CMAR's Sub-contractors (and lower tier subcontractors) that furnish labor, materials and services to the Project at the Site shall be eligible to enroll in the CCIP, unless they are an Excluded Party (as defined herein and in the CCIP Manual). The CCIP, as described herein, shall provide commercial general liability insurance, excess liability insurance, and workers compensation insurance (collectively, the "CCIP Policies") to all eligible sub-contractors and lower tier sub-contractors (as detailed in the CCIP Manual) for that portion of the Work performed at the Site. The CCIP Policies shall not provide coverage for any operations away from the Project site. In the event of any inconsistencies or conflicts between the CCIP Manual and the terms of this Section, the terms of this Section will control.
Any sub-contractor shall supply such similar insurance required of the Contractor, in addition to the CCIP Coverages described herein. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

The Contractor shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

1. **Commercial General Liability:**

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Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

1. Premises Operations
2. Products and Completed Operations
3. Personal & Advertising Injury
4. Damages to rented premises

The minimum limits acceptable shall be:

$1,000,000 Each Occurrence / $2,000,000 General Aggregate

The City of Hollywood shall be named as Additional Insured under CMAR's offsite commercial general liability. If the City elects to be an additional named insured, under the CCIP, then the GMP shall be increased by Fifty Thousand and 00/100 Dollars ($50,000.00), as a direct passthrough cost by CMAR's CCIP insurer, to reflect the enhanced status under the CCIP.

2. **Automobile Liability Insurance:**

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

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit

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

$ 500,000 per Person
$ 1,000,000,000 per Occurrence
$ 100,000 property damage

The City of Hollywood shall be named as Additional Insured.

3. **Worker's Compensation Insurance:**

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

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

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

4. **Professional Liability Insurance:**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

$1,000,000 each claim / $2,000,000 aggregate

If coverage is provided on a claims made basis an "extended reporting period" of (5) years will be required.

5. **Pollution Liability:**

The minimum limits of liability shall be:

$1,000,000 each claim / $2,000,000 aggregate

Including non-owned disposal sites.

6. **Cyber Liability:**

The minimum limits of liability shall be as stated below for Moss but does not include coverage for subcontractors to Moss:

$1,000,000 each claim / $2,000,000 aggregate

7. Contractor shall provide Property coverage for its own tools and equipment. In the event Contractor leases any tools or equipment, Contractor shall be responsible for providing any insurance required by the rental company. At a minimum, Contractor shall provide insurance covering the rented equipment against damage up to its full replacement cost value.

8. **Builders Risk:**

Unless otherwise provided, the City shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent modifications to the Agreement and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles until Substantial Completion

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has been achieved as provided in the Agreement or until no person or entity other than the City has an insurable interest in the property required by this Paragraph to be covered, whichever is later. This insurance shall include interests of the City, CMAR, sub-contractors of all tiers as additional insureds and the policy and shall be endorsed to include a waiver of subrogation in favor of CMAR and sub-contractors of all tiers. It is understood and agreed that City is bearing all risk of loss to the property for which the City has an insurable or financial interest during construction and, in the event of a loss during construction, the City agrees to look solely to the proceeds of the Builders Risk Insurance which the City has agreed to furnish, the only exception being losses which occur as a result of Construction Manager's negligence or willful acts, and then, only to the extent not covered by insurance.
Notwithstanding any other provisions of this Agreement, the City has sole responsibility for all deductibles stated in the Builders Risk Insurance. Coverage form shall include, but not be limited to:

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

Should a loss occur, the Construction Manager should be paid by the City for such work in place at the time of such loss regardless of whether or not such work was damaged in whole or in part by the peril. In the event of a loss requiring reconstruction of any part of the Project, Construction Manager shall be entitled to the cost of such reconstruction (including General Conditions cost) plus its fee for overseeing such reconstruction.
For installation of property and/or equipment, the City must provide Builders Risk Installation insurance to include coverage for material or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.
uilders Risk Installation insurance to include coverage for material or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

The policy shall be endorsed permitting the City to occupy the building prior to completion without affecting the coverage. The City of Hollywood shall be named as Additional Insured and Loss Payee. The Builder's Risk Insurance shall be in effect upon start of The Work.

Deductible not to exceed $100,000.

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ARTICLE 13
INDEMNIFICATION

CMAR shall indemnify, defend and hold harmless the 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 CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the CONTRACT DOCUMENTS. These provisions shall survive the expiration or earlier termination of the CONTRACT DOCUMENTS. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Section 768.28, Florida Statutes.

ARTICLE 14
PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETY

14.1 Within ten calendar days of being notified of the award, CMAR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached as Forms 1 and 2.

14.1.1 Each Bond shall be in the amount of 100% of the GMP guaranteeing to CITY the completion and performance of the WORK covered in this contract as well as full payment if all suppliers, material providers, laborers, or SUBCONTRACTORS employed pursuant to the PROJECT. Each Bond shall be with a surety company which is qualified pursuant to subsection 14.2.

14.1.2 Each Bond shall continue in effect for one year after FINAL COMPLETION and acceptance of the WORK with liability equal to 100% of the CONTRACT PRICE, or an additional bond shall be conditioned that CMAR will, upon notification by CITY, correct any defective or faulty WORK or materials which appear within one year after FINAL COMPLETION of the contract.

14.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be deemed amended from time to time, CMAR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide the PROJECT MANAGER with evidence of such recording.

14.2 QUALIFICATIONS OF SURETY:

14.2.1 Each bond must be executed by a surety company in recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

14.2.2 The Surety Company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in

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the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1973 (31 DFR Section 223.10, Section 223.111). Further, the Surety Company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner.

14.2.3 The CITY will accept a surety bond from a company with a rating of B+ or better for bonds up to $2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the CITY shall review and either accept or reject the surety company based on the financial information available to the CITY. A surety company that is rejected by the CITY may be substituted by the bidder or proposer with a surety company acceptable to the CITY, only if the bid amount does not increase. The ratings of Surety shall correspond to the amount of bonds as follows:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ARTICLE 15
INDEPENDENT CONTRACTOR

In performing the WORK, CMAR shall be deemed an independent contractor and not an agent or employee of the CITY. CMAR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the WORK under this contract, unless the CONTRACT DOCUMENTS give other specific instructions concerning these matters.

ARTICLE 16
PROJECT RECORDS

16.1 CITY or its designee shall have the right to inspect and copy the books and records and accounts of CMAR and all major SUBCONTRACTORS including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda which relate in any way to the PROJECT, and to any claim for additional compensation made by CMAR which relate to the PROJECT. CMAR shall preserve and make available to CITY all financial records, supporting documents, statistical records and any other documents which relate to the PROJECT t and to any claim for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Statute), if applicable, and, if the Public Records Act is not applicable, for a period of three years following FINAL COMPLETION of the

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PROJECT. During the PROJECT and for the appropriate record retention period, CMAR shall provide CITY access to its books and records at CMAR's usual place of business upon (72 hours written notice. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CMAR acknowledges that if Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this contract the provisions of Section 119.0701, Florida Statute are also applicable, and CMAR acknowledges its obligations to comply with said requirements with regard to public records and shall:

(a) Keep and maintain public records required by the City to perform the services required under the contract;

(b) upon request from the City's custodian of public records or his/her designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the CONTRACT DOCUMENTS and following the completion of the contract if the CMAR does not transfer the records to the City; and

(d) Upon completion of the contract, CMAR shall transfer, at no cost to the City, all public records in possession of the CMAR or keep or maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the contract, the CMAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon completion of the contract, the CMAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG

16.1.1 CMAR's records shall include, but not be limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; DS DS

subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), surety files and bond company files, original estimates, estimating work sheets, correspondence, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by the CITY to substantiate charges related to this contract (all of the foregoing hereinafter referred to as records).

16.1.2 CMAR shall require all SUBCONTRACTORS, insurance agents and material suppliers (payees) to keep and maintain comparable records for the same time period and to permit the CITY to review, inspect and audit such records. CMAR shall include such requirements in all written subcontracts and purchase orders issued.

16.1.3 The CITY has reviewed and approved billable fixed personnel rates, multipliers, and fixed percentages included in the Agreement to be charged by CMAR and shall have the ability to approve any billable personnel rates for any new revision based on any future audit. While said fixed rates and percentages may be subject to audit and review for the sake of transparency, the fixed rates and percentages only, once agreed upon, shall remain unchanged through the duration of the Project.

16.2 If an audit inspection or other examination by the City or the CITY's representatives in accordance with this Article, discloses overcharges (of any nature) by the CMAR to the CITY in excess of one percent of the total billings, the cost of the CITY's audit (whether performed by the CITY or outside auditors) shall be reimbursed or paid to the CITY by CMAR Any adjustments and/or records shall be made within a reasonable amount of time (not to exceed 30 days) from presentation of the CITY findings to CMAR.

ARTICLE 17
SURVEY

As required by the technical specifications (or, in absence of technical specification requirements concurrent with the Final Request for Payment), the CMAR shall furnish final surveys in electronic media utilizing CAD Standards as designated by the PROJECT MANAGER, in addition to three sets of hard copy, showing the exact locations of all structures and underground site Services installed by CMAR , including all water, sewer, gas, fuel, telephone, security and electric lines and main, and locations of all easements for such Services. Such surveys shall be prepared by a licensed Florida surveyor who shall certify that the WORK is installed and erected entirely upon the Project Site and within the building restriction lines, if any, and does not overcharge or encroach upon any easement or right-of-way of others.

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ARTICLE 18
CMAR'S RESPONSIBILITY FOR THE WORK

18.1 CMAR shall accept full responsibility for the WORK against all loss or damage of whatsoever nature sustained until final acceptance by CITY, and shall promptly repair any damage done from any cause whatsoever.

18.2 CMAR shall be responsible for all materials, equipment and supplies pertaining to the PROJECT. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by CITY; CMAR shall replace it without cost to CITY. CMAR shall be responsible to protect all materials, equipment and supplies, keeping them free from deterioration, weathering, rusting or other action detrimental to the materials.

18.3 CITY reserves the right to award other contracts in connection with the PROJECT. CMAR shall afford other persons or contractors reasonable opportunity for the introduction and storage of materials and the execution of work under such separate contracts. CMAR shall properly connect and coordinate the WORK with the work of any other persons or contractors that might contract separately with CITY.

18.4 If any part of CMAR's WORK depends on proper execution of the WORK of any other persons, CMAR shall inspect and promptly report to CONSULTANT any defects in such work that render it unsuitable for such proper execution and results. CMAR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CMAR's WORK, except as to defects which may develop in other contractor's work after the execution of CMAR's WORK.

18.5 CMAR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the WORK so as to create no interference or impact on any other contractor on the Project site. Should such interference or impact occur, and CMAR failed to take reasonable steps, CMAR shall be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent WORK, CMAR shall inspect the WORK already in place and shall at once report to CONSULTANT any discrepancy between the executed WORK and the requirements of the CONTRACT DOCUMENTS.

ARTICLE 19
OCCUPATIONAL HEALTH AND SAFETY

19.1 In compliance with applicable federal and state laws, any toxic substance listed in such laws delivered as a result of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

19.1.1 The chemical name and the common name of the toxic substance.

19.1.2 The hazards or other risks posed by the use of the toxic substance, including:

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(1) The potential for fire, explosion, corrosion, and reaction;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

19.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance, including appropriate emergency treatment in case of overexposure.

19.1.4 The emergency procedure for spills, fire, disposal, and first aid.

19.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

19.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

19.2 CMAR agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the project site any Hazardous Substance, (as defined in Section 19.2), except in accordance with applicable environmental laws. Further, in performing the WORK, CMAR shall not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable environmental laws.

19.2.1 In the event CMAR encounters on the PROJECT any Hazardous Substance, or what CMAR reasonably believes to be a Hazardous Substance, which is being introduced to the WORK, or exists on the Project location, in violation of any applicable environmental laws, CMAR shall immediately stop WORK in the area affected and report the condition to the CONSULTANT and PROJECT MANAGER. .

19.2.2 The PROJECT MANAGER through the CONSULTANT may direct CMAR, by utilization of CITY'S allowance account funds, to remediate and/or render harmless the Hazardous Substance in accordance with applicable permits then in existence, but CMAR will not be required to remediate and/or render harmless the Hazardous Substance absent such direction. If CMAR is not so directed, CMAR shall not be required to resume WORK in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

19.2.3 For purposes of this contract, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture, which is defined in or included under

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regulated by any local, state, or federal law, rule, ordinance, by-law, or regulation pertaining to Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), The Resource Conversation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), The Clean Water Act (CWA), the Clean Air Act (CAA), and The Marine Protection Research and Sanctuaries Act (MPRSA), The Occupational Safety and Health Act (OSHA), The Superfund Amendments and Reauthorization Act of 1986(SARA), or other state superior lien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as Environmental Laws). It is CMAR's responsibility to comply with Article 20 of this contract based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

ARTICLE 20
PERMITS, LICENSES AND IMPACT FEES

20.1 The parties agree that the Public Bid Disclosure Act does not apply to this contract because the CITY is reimbursing CMAR the actual amount or direct cost of permits and, licenses required by law for the PROJECT. Accordingly, CITY permits and, licenses are not listed. CMAR shall obtain all required permits and licenses as required for completion of the PROJECT. Such permits and licenses, along with any corresponding general and specific conditions and requirements, shall become a part of the CONTRACT DOCUMENTS. CMAR shall comply with all conditions and requirements of said permits and licenses.

Payment of all such permits and licenses, shall be made by CMAR as part of the General Conditions within the GMP and shall include all federal, state, and local application, permit, and surcharge fees. CMAR shall be responsible for paying any and all fees, penalties, and fines imposed as a result of CMAR's failure to obtain such permits and licenses prior to the commencement of the WORK and shall pay such costs by deducting them from its r fee.

20.2 If applicable, Local Business Taxes must be paid as required by Section 205.065, Florida Statutes, and evidence of such payment must be submitted within ten days of execution of this contract.

20.3 It is CMAR's responsibility to have and maintain appropriate Certificates(s) of Competency, valid for the WORK to be performed and valid for the jurisdiction in which the WORK is to be performed for all persons working on the PROJECT for whom a Certificate of Competency is required.

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ARTICLE 21
PERSONNEL

21.1 All personnel used or employed by CMAR in the performance of the WORK shall be qualified by training and experience to perform their assigned tasks. At the request of the CITY or the CONSULTANT, CMAR shall not use in the performance of the WORK any personnel deemed by the CITY or the CONSULTANT to be incompetent, careless, or unqualified to perform the WORK assigned to that person, or otherwise unsatisfactory to the CITY.

21.2 CMAR agrees that in the performance of the WORK called for by this contract, it will employ only such labor, and engage SUBCONTRACTORS that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the PROJECT and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which CMAR or any other contractor may then be erecting or altering on behalf of the CITY.

21.3 CMAR agrees that it shall not employ any labor that will interfere with labor harmony at the project site or with the introduction and storage of materials and the execution of WORK by other contractors or by SUBCONTRACTORS.

21.4 CMAR shall furnish the CONSULTANT, on request, resumes of CMAR's key personnel involved in the day-to-day WORK on the PROJECT.

ARTICLE 22
CMAR'S WARRANTIES

22.1 CMAR warrants to CITY that all materials and equipment under this contract will be new unless otherwise specified and that all of the WORK will be of good quality free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized by the PROJECT MANAGER and CONSULTANT may be considered defective. If required by CONSULTANT, CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 23 herein.

22.2 CMAR shall provide a one-year warranty running from the date of Substantial Completion and shall coordinate and supervise the completion of warranty work during the warranty period. CMAR shall participate with the OWNER in conducting warranty inspections held during the sixth month and 11th month after occupancy. CMAR shall deliver all as-built drawings, warranties and guarantees to the PROJECT MANAGER.

CMAR shall provide a warranty summary report at the end of each warranty inspection. This report shall provide at a minimum:

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(a) Description of each warranty item during the period;
(b) Date item reported to CMAR;
(c) Date item corrected. If more than one trip required, document each.
(d) Description of action taken to cure warranty items;
(e) Signature of PROJECT MANAGER acknowledging warranty items have been completed; and
(f) Other pertinent information, if applicable.

Refusal of CMAR to provide any work required in the warranty phase of the PROJECT shall be a basis for non-payment of any and all warranty phase fees otherwise due and payable at the time of refusal.

ARTICLE 23
DEFECTIVE WORK

23.1 CONSULTANT shall have the authority to reject or disapprove work which CONSULTANT finds to be defective. If required by CONSULTANT, CMAR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CMAR shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Such costs shall be included in the GMP.

23.2 Should CMAR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the CONTRACT DOCUMENTS within the time indicated in writing by CONSULTANT, CITY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CMAR's expense. Any expense incurred by CITY in making such removals, corrections or repairs shall be paid for out of any monies due or which may become due to CMAR and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of CMAR to make all necessary repairs promptly and fully, CITY may declare a default.

23.3 If, within one year after the date SUBSTANTIAL COMPLETION or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the CONTRACT DOCUMENTS, any of the work is found to be defective or not in accordance with the CONTRACT DOCUMENTS, CMAR, after receipt of written notice from CITY, shall promptly correct such defective or nonconforming work within the time specified by CITY without cost to CITY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation, which CMAR might have under the CONTRACT DOCUMENTS.

23.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate CITY to final acceptance.

23.5 CMAR shall: (i) replace any part of the WORK that fails to conform with the requirements of this contract that appear during progress of the WORK on the PROJECT; (ii) remedy any defects in the WORK due to faulty materials or workmanship which appear within a period of one year from the time of FINAL

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COMPLETION of the WORK or portions thereof hereunder or within such longer period of time as may be set forth in the CONTRACT DOCUMENTS or as may be required by law; and (iii) replace, repair or restore any parts of the PROJECT or furniture, fixtures, equipment or other items placed therein (whether by the CITY or any other party) that are injured or damaged by any such parts of the WORK that do not conform to the requirements of this contract or are due to defects in the WORK . The provisions of this Article shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor or subcontractor of the CITY unless CMAR is acting in such capacity or capacities. The cost to CMAR of performing any of its obligations under this Article shall be within the GMP. CMAR 's responsibility to make repairs and redo work under this Article is in addition to CMAR' s responsibility to the CITY for any other damages of any kind for which CMAR would be legally responsible.

23.6 If the CITY and CMAR deem it inexpedient to require the correction of work damaged or not performed in accordance with the CONTRACT DOCUMENTS, an equitable deduction from the CONTRACT PRICE and the GMP shall be made by agreement between CMAR and the CITY. Until such settlement, the CITY may withhold such sums as the CITY deems just and reasonable from monies, if any, due CMAR. If no monies are held by the CITY, reimbursement shall be made to the CITY within 30 days by CMAR.

23.7 CMAR's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies the CITY may have under this contract, at law, or in equity for defective WORK.

ARTICLE 24
SIGNAGE

24.1 Any requirements for a project sign shall be as set forth within the Technical Specifications section.

24.2 All construction signage located at the project location shall be subject to the prior written approval of the CONSULTANT and PROJECT MANAGER. CMAR recognizes that all signage may be disallowed, in the CONSULTANT's and PROJECT MANAGER's sole discretion, and that existing signage or advertising on construction field offices, trailers, construction fences, and other construction elements or aids, may be required to be masked or deleted at no cost or expense to the CITY. Such signage will be considered an overhead expense pursuant to subsection 8.4 and if allowed shall not be included within the Cost of the Work.

ARTICLE 25
PUBLIC ENTITY CRIMES ACT

25.1 CMAR represents that the execution of this contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not

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submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vender list. Violation of this section shall result in termination of this contract and recovery of all monies paid pursuant to this contract and may result in debarment from CITY's competitive procurement activities.

25.2 In addition, to the foregoing, CMAR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether CMAR has been placed on the convicted vendor list.

ARTICLE 26
OWNERSHIP OF CONTRACT DOCUMENTS

Any and all drawings, specifications, designs, models, photographs, reports, surveys, and other data submitted by CMAR and provided in connection with the CONTRACT DOCUMENTS are and shall remain the property of the CITY whether the PROJECT for which they are made is completed or not. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CMAR become the property of CITY and shall be delivered by CMAR to CITY within seven days of termination of the CONTRACT DOCUMENTS by either party. Any compensation due to CMAR shall be withheld until all documents are received as provided herein. CMAR shall adhere to Chapter 119, Florida Statutes, entitled "Public Records Act" and the requirements set forth in Article 16 of this Agreement.

ARTICLE 27
CMAR'S REPRESENTATIVE

CMAR shall advise, the CITY, in writing of any limitations on the authority of CMAR's representative; otherwise, CMAR's representative shall be considered to have full authority to executive any and all instruments requiring CMAR's signature and to act on behalf of CMAR with respect to all matters arising out of this contract.

ARTICLE 28
CITY'S RIGHT TO TERMINATE CONTRACT

28.1 In the event that CMAR fails to perform the WORK with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the WORK, or shall perform the WORK unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the WORK pursuant to the accepted schedule or its SUBCONTRACTOR fails to perform any material term set forth in the CONTRACT DOCUMENTS, or if CMAR shall become insolvent or be declared bankrupt, or commits any act of bankruptcy or insolvency, or shall make a

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assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the WORK in an acceptable manner, PROJECT MANAGER may give notice in writing to CMAR and its Surety of such delay, neglect or default, specifying the same.

If CMAR, within a period of ten calendar days after such notice, shall not proceed in accordance therewith, then CITY may upon written certificate from CONSULTANT of the fact of such delay, neglect or default and CMAR'S failure to comply with such notice, terminate the services of CMAR, exclude CMAR from the project site and take the prosecution of the WORK out of the hands of CMAR, and appropriate or use any or all materials and equipment that are an integral part of the WORK on the project site as may be suitable and acceptable. In such case, CMAR shall not be entitled to receive any further payment until the PROJECT is completed.

In addition, CITY may enter into an agreement for the completion of the PROJECT according to the terms and provisions of the CONTRACT DOCUMENTS, or use such other methods as in CITY'S sole opinion shall be required for the completion of the PROJECT according to the terms and provisions of the CONTRACT DOCUMENTS, or use such other methods as in CITY'S sole opinion shall be required for the completion of the PROJECT in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the PROJECT, shall be deducted from any monies due or which may become due to CMAR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CMAR shall be liable and shall pay to CITY the amount of said excess.

28.2 If, after notice of termination of CMAR's right to proceed, it is determined for any reason that CMAR was not in default, the rights and obligations of CITY and CMAR shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience clause as set forth in subsection 28.3 below.

28.3 This contract may be terminated for convenience in writing by CITY upon ten days written notice to CMAR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CMAR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CMAR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work and/or services performed. No payment shall be made for profit for work and/or services that have not been performed.

28.4 Upon receipt of Notice of Termination pursuant to this Article , CMAR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the CONTRACT DOCUMENTS whether completed or in process.

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ARTICLE 29
CMAR's RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CONSULTANT fails to review and approve or state in writing reasons for rejection of any Request for Payment within 20 days after it is properly presented, or if CITY fails either to pay CMAR within 30 days after presentation by CONSULTANT of any sum certified by CONSULTANT, or to notify CMAR and CONSULTANT in writing of any objection to the Request for Payment, then CMAR may give written notice to CITY and CONSULTANT of such delay, neglect or default, specifying the same. If CITY or CONSULTANT (where applicable), within a period of ten calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then CMAR may stop work or terminate this contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by CITY to a Request for Payment shall be submitted to CONSULTANT in accordance with the provisions of Article 30 hereof.

ARTICLE 30
RESOLUTION OF DISPUTES

30.1 In an effort to prevent all disputes and litigation, it is agreed by the parties hereto that CONSULTANT shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the CONTRACT DOCUMENTS and fulfillment of this contract as to the character, quality, amount, value of any work done and materials furnished, or proposed to be done or furnished under or by reason of, the CONTRACT DOCUMENTS, and CONSULTANT's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Article . Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of PROJECT MANAGER and CMAR shall be submitted to CONSULTANT in writing within 2) calendar days. CONSULTANT shall notify PROJECT MANAGER and CMAR in writing of CONSULTANT's decision within 21 calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CONSULTANT requires additional time to gather information or allow the parties to provide additional information. All nontechnical administrative disputes shall be determined by the PROJECT MANAGER pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CMAR, CONSULTANT, and PROJECT MANAGER shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

30.2 In the event the determination of a dispute under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party in writing within ten days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any CONTRACT PRICE adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled as a result of the determination.

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Within 60 days after FINAL COMPLETION of the WORK, the parties shall participate in mediation to address all objections to any mediator mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

30.3 The CONTRACT DOCUMENTS, inclusive of the contract, shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sites, and shall be governed by the laws of the State of Florida. By entering into this contract, CMAR and CITY hereby expressly waive any rights either party may have to trial by jury of any civil litigation related to, or arising out of the PROJECT. CMAR, pursuant to Article 11 of this contract, shall specifically bind all SUBCONTRACTORS to the provisions of this contract.

Pending resolution of any dispute arising under this contract, other than termination hereof, CMAR shall proceed diligently with performance of this contract and the CITY shall continue to make payments in accordance with the CONTRACT DOCUMENTS.

ARTICLE 31
NOTICES

Notices: All notices to be given hereunder shall be in writing, and may be given by depositing the same in the United States Mail addressed to the party to be notified, postpaid, return receipt requested, or by delivering the same in person to such party with written receipt of acknowledgement of delivery by a person at the address (s) set forth below; by overnight delivery with a recognized national courier (and/or hand delivery) and a courtesy email to the email addresses set forth below.. All notices to be given to the parties hereto shall be sent to or made to the addresses shown below. The place for giving notice shall remain the same as set forth herein unless changed in the manner provided in this Article.

For CMAR :
Garrett Green
Moss Construction
2101 N Andrews Ave
Fort Lauderdale FL, 33311

For City:

Deputy Director- Nicole Heran Department of Design and Construction Management
2207 Raleigh Street
Hollywood, FL 33020

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And to Consultant:

Edward Odonnell AIA President
2432 Hollywood Blvd
Hollywood Florida ,33020

ARTICLE 32
HURRICANE PRECAUTIONS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, CMAR shall take all precautions necessary to secure the project site in response to all threatened storm events, regardless of whether the CITY or CONSULTANT has given notice of same.

Compliance with any specific hurricane warning or alert precautions which are within the normal scope of work of CMAR , i.e. normal construction clean-up of debris and securing all loose items at the site, will not constitute additional work and will be performed at no additional cost to the CITY.

Additional work (which is over and beyond removal of debris and securing of loose items) relating to hurricane warning or alert at the project site will be addressed by a change order in accordance with Article 7, subsection 7.4.

Suspension of the work caused by a threatened or actual storm event, regardless of whether the CITY has directed such suspension, will entitle CMAR to additional CONTRACT TIME as non-compensable, excusable delay, and shall not give rise to a claim of compensable delay.

ARTICLE 33
OTHER TERMS & CONDITIONS

33.1 Third Party Beneficiaries: Neither CMAR nor CITY intend to benefit a third party directly or substantially by this contract. Therefore, the parties agree that there are no third party beneficiaries to this contract and that no third party shall be entitled to assert a claim against either of them based upon the CONTRACT DOCUMENTS. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the CONTRACT DOCUMENTS.

33.2 Conflicts: Neither CMAR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic to, or incompatible with, CMAR's loyal and conscientious exercise of judgment related to its performance under this contract. CMAR agrees that none of its employees shall, during the term of this contract, serve as an adverse, hostile or expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CMAR agrees that

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such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of CITY in any such pending or threatened legal or administrative proceeding. The limitations of this Article shall not preclude CMAR and any other persons from representing themselves in any action or in any administrative or legal proceeding. In the event CMAR is permitted to utilize SUBCONTRACTORS to perform any services required by the CONTRACT DOCUMENTS, CMAR agrees to prohibit its SUBCONTRACTORS, by written contract, from having any conflicts as within the meaning of this Article.

33.3 Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of the CONTRACT DOCUMENTS has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

33.4 Drug Free Workplace: It is a requirement of CITY that it enter into contracts only with firms that certify the establishment of a drug-free workplace. Execution of this contract by CMAR shall also serve as CMAR's required certification that it either has or that it will establish a drug-free workplace.

33.5 Assignment: Neither the CONTRACT DOCUMENTS nor any interest herein shall be assigned or transferred by CMAR.

33.6 Waiver: No consent or waiver, express or implied, by either party to this contract to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party hereunder, nor deemed to be a modification of this contract. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder, provided however this section shall not alter or amend the notice provisions set forth in the Construction Documents including but not limited to, in Article 6. Inspection by, payment by or tentative approval or acceptance by the CITY, or the failure of the CITY to perform any inspection hereunder shall not constitute a final acceptance of the WORK or any part thereof and shall not release CMAR from any of its obligations hereunder.

33.7 Construction of Terms: Unless the context clearly intends the contrary, words singular or plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other. The term "person" shall be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context shall require.

33.8 Prohibition Against Contingent Fees.

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CMAR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CMAR, to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CMAR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract. For a breach or violation of this provision, CITY shall have the right to terminate this contract without liability at its discretion, or to deduct from the CONTRACT PRICE or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

33.9 Captions: The captions used for the Articles of this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Contract or any Article hereof.

33.10 Entire Agreement; Severability; Amendments: These Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this contract that are not contained in the CONTRACT DOCUMENTS. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Article 7. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this contract shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.

33.11 Counterparts: This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33.12 The CMAR's total liability for both Consequential and Liquidated Damages shall in no event exceed one hundred (100%) percent of CMAR's Fee as set forth in section 7.6, excluding insurance coverage available which shall be outside of the cap.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

THE CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By: _____
Josh Levy, Mayor

DS GG DS kH

ATTEST:

Patricia A. Cerny, MMC
City Clerk

Approved by:

Stephanie Tinsley
Director of Financial Services

Approved As To Form:

Douglas R. Gonzales, City Attorney

Construction Management at Risk Agreement Phase II Construction Services

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(SEAL)

(Witness)
(Signature of individual)

(SEAL)

(Witness)
(Signature of individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

Witness

(Name of Firm)

(SEAL)

(Witness)
(Signature of individual)

DS GG DS kH

CONSTRUCTION MANAGEMENT AT RISK AGREEMENT FOR PHASE II CONSTRUCTION SERVICES

WHEN THE CONTRACTOR IS A PARTNERSHIP:
Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ BY: _____
(Witness) (Partner)

WHEN THE CONTRACTOR IS A CORPORATION:
ATTEST:

Shralee Golden
Secretary

_____
(Correct Name of Corporation)

(SEAL) BY: 7-56
(Vice President)

DS GG DS kH

LIST OF EXHIBITS AND FORMS

Exhibits:

A. CMAR's GMP / Schedule of Values
B. CMAR's Staff General Condition Costs and General Requirements
C. Project Schedule
D. List of Contract Documents Drawings and Specifications.
E. Authorization for Construction-Project Terms and Requirements
F. CMAR Project Team
G. CMAR's GMP Qualifications & Clarifications
H. Pre-Construction Services Agreement

Forms:

1. Performance Bond
2. Payment Bond

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EXHIBIT A
CONSTRUCTION MANAGER AT RISK GMP/ SCHEDULE OF VALUES

[Insert bid schedule with GMP / Schedule of Values]

DS GG DS kH

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EXHIBIT - A

Hollywood New Police Headquarters & Parking Garage

Hollywood, FL

April 17, 2024

MOSS In Association with HJHIGH

This GMP is Based on 90% CD Plan Stamp Date January 16, 2024.

ESTIMATE SUMMARY				TOTAL PROJECT COST	GSF 248,548 $/SF
No.	Trade Item	Subcontractors	No. Bids		
01.010	General Requirements - Reimbursable	Moss		$ 1,938,332	$ 7.80
02.010	Building Demolition			by Owner	
03.010	Cast in Place Concrete w/Precast Joist System/Masonry Shell	Titan	6	$ 9,166,435	$ 36.88
03.010	Engineering allowance for concrete: 20 cy at HQ and 20cy at Garage	Allowance		$ 9,000	$ 0.04
03.010	Engineering allowance for rebar: 5 ton at HQ and 5 ton at Garage	Allowance		$ 22,000	$ 0.09
03.010	Allowance for Concrete Box to contain a 30-gallon Neutralization Tank	Allowance		$ 2,000	$ 0.01
03.030	Architectural Precast Panels	Gate	2	$ 3,660,574	$ 14.73
03.040	Structural Precast Garage	Coreslab	3	$ 4,876,000	$ 19.62
04.010	Masonry			in CIP Concrete	
05.020	Structural Steel & Metal Fabrications	Bostic Steel/Steel Fab	3	$ 817,932	$ 3.29
05.020	Steel Support Allowance for Architectural Precast Cladding	Allowance		$ 100,000	$ 0.40
06.010	Rough Carpentry			$ 31,173	$ 0.13
06.020	Millwork	Baron	3	$ 790,452	$ 3.18
07.010	Caulking & Waterproofing, Expansion Joints	A-1 Painting/Paragon/ S&S	7	$ 1,013,605	$ 4.08
07.010	Waterproofing at preast members	Allowance		$ 150,000	$ 0.60
07.020	Roofing	Latite	6	$ 761,200	$ 3.06
07.030	Thermal Insulation	State Line/Tropic	6	$ 349,000	$ 1.40
07.040	Firestopping & Firesafing	State Line/Tropic	3	$ 123,330	$ 0.50
07.050	Spray-on Fireproofing and Intumescent Coating - Not Required			Not Required	
07.060	Perforated Aluminum Screens/Trellis/Metal Canopies	Poma	3	$ 510,910	$ 2.06
07.070	ACM Panels/Metal Plate Accent on Precast	LCF	2	$ 313,850	$ 1.26
08.010	Doors, Frames & Hardware	LCF	2	$ 1,962,375	$ 7.90
08.020	Overhead Doors / Loading Dock Equipment	Best Rolling Doors	2	$ 92,350	$ 0.37
08.030	Storefront, Curtainwall, Windows, Glass & Glazing	Crawford Tracey/Perspective	4	$ 2,682,767	$ 10.79
09.010	Stucco Soffit & Exterior Framing	LCF	3	$ 958,000	$ 3.85
09.020	Drywall & Drywall Ceilings	LCF	2	$ 2,600,025	$ 10.46
09.030	Acoustical Ceilings / Baffles / Clouds / Acoustical Wall Panels	LCF	2	$ 739,000	$ 2.97
09.040	Painting & Wall Covering	A-1 Painting	4	$ 861,052	$ 3.46
09.050	Tile & Stone	David Allen/B&B	6	$ 356,432	$ 1.43
09.060	Carpet, LVT, & Rubber Flooring	Henry	5	$ 666,388	$ 2.68
09.070	Terrazzo at 1st Floor Lobby	David Allen/Terrazzo Sys	2	$ 132,168	$ 0.53
09.090	Resinous Flooring	Stonehard	3	$ 121,416	$ 0.49
09.100	Access Flooring			Eliminated	
10.010	Specialties -Toilet Accessories, Detention Accessories, Partitions, Wall Protection, Fire Extinguishers, Shower Track & Curtains, Markerboards, Floor Mats & Site Furnishing	LCF	3	$ 307,051	$ 1.24
10.010	Missing Toilet Accessories Allowance	Allowance		$ 10,000	$ 0.04
10.015	Fire Extinguishers & Cabinets	LCF		in Div 10.010	
10.020	Signage at Interior & Exterior	Baron Sign	4	$ 249,047	$ 1.00
10.035	Wall Protection & Corner Guards			in Div 10.010	
10.040	Operable Partition	Precision	3	$ 50,800	$ 0.20
10.050	Metal Lockers/Gun Lockers/Pass-Thru Lockers/Evidence Lockers	Workspace Tech	4	$ 341,412	$ 1.37
10.080	Roof Davits			N/A	
10.090	Flag Pole	LCF	2	$ 18,530	$ 0.07
10.100	Protection Padding & Fixed Floor Mats at Acron Training	Resilite	1	$ 56,108	$ 0.23
10.110	Wire Mesh Partitions	Workspace Tech	4	$ 58,593	$ 0.24
11.010	Parking Control Equipment			N/A	
11.025	Residential Appliance and Freezer, Refrigerators, Washers & Dryers			By Owner	
11.030	Food Service Equipment			N/A	
11.035	Athletic Equipment (Relocate from Existing HQ)			By Owner	
11.040	Firing Range Equipment (Range Ventilation System in Div 23)	Action Target	4	$ 1,290,000	$ 5.19
11.050	Detention Accessories			in Div 10.010	
11.060	Bike Storage			By Owner	
11.070	Heavy Duty Shelving / Utility Shelving			By Owner	
11.070	High Density Shelving	Allowance		$ 680,000	
11.080	Kennel Storage Cages			By Owner	
11.100	Loading Dock Equipment			in Div 8 Overhead Doors	
12.050	Window Treatments	LVI	4	$ 47,162	$ 0.19
12.060	Lab Casework (Lab Equipment, SS Table, Fume Hoods to be By Owner)	Scott Lab/Nycom	3	$ 95,350	$ 0.38
12.070	Floor Mats			in Div 10.010	
12.080	FF&E - By Owner			By Owner	
13.010	RF Shielding	Universal Shielding	2	$ 61,925	$ 0.25
14.010	Elevators	TKE	2	$ 718,900	$ 2.89
14.010	Cab Floor Finish Allowance	Allowance		$ 40,000	$ 0.16
21.010	Fire Sprinklers	Polaris	4	$ 908,000	$ 3.65
22.010	Plumbing	A Better Plumbing	4	$ 3,044,689	$ 12.25
23.010	HVAC	SMC / Thermal /Hyvac	6	$ 5,442,000	$ 21.90
23.01A	Testing & Balancing	Premier Energy Solutions	2	$ 44,800	$ 0.18
23.01B	Firing Range Ventilation System	Allowance	1	$ 905,385	$ 3.64
23.01C	Additional Allowance for Firing Range Ventilation System	Allowance		$ 75,000	$ 0.30
26.010	Electrical	Pomeroy	3	$ 8,687,060	$ 34.95
26.010	Structural Cabling	Jade	2	$ 1,104,620	$ 4.44

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Hollywood New Police Headquarters & Parking Garage

Hollywood, FL

April 17, 2024

MOSS In Association with HJHIGH

This GMP is Based on 90% CD Plan Stamp Date January 16, 2024.

ESTIMATE SUMMARY				TOTAL PROJECT COST	GSF 248,548
No.	Trade Item	Subcontractors	No. Bids		$/SF
26.020	Low Voltage Equipment (Cameras, Access Controls/Card Readers, AV Speakers Video wall, etc.)	Jade	2	$ 1,227,790	$ 4.94
26.020	Other Low Voltage Equipment (Owner Provided Equipment; Credentials-Cards; Electronic Access Control Servers & Software; TVs, Servers & Equipment)			by Owner	
31.010	Sitework	Noury	4	$ 4,436,396	$ 17.85
31.030	Vibro-Compaction	Earthtech	2	$ 242,500	$ 0.98
31.050	Dewatering Allowance			Not Included	
32.020	Landscaping	Landscape Service	6	$ 585,036	$ 2.35
32.020	Irrigation Allowance	Allowance	6	$ 145,720	$ 0.59
32.020	Protection Boulders			in above	
32.030	Site Furnishings - Bike Racks/Trash Receptacle			in Div 10.010	
32.035	Site Furnishings - Site Precast at Memorial & Planter Walls	Bailey-Sigle	3	$ 310,402	$ 1.25
32.040	Security Gate & Fencing	Fence Masters	1	$ 676,321	$ 2.72
	Accepted Alternates			$ (510,152)	$ (2.05)
	Accepted VEs			$ (296,247)	$ (1.19)
	Allowance for Scope Changes from 90% CD to 100% CD	Allowance		$ 500,000	
	SUB-TOTAL		161	$ 67,361,964	$ 271
3.00%	Construction Contingency			$ 2,020,859	
1.81%	Owner Contingency			$ 1,500,000	
1.25%	Subcontractor Default Insurance - SDI			$ 867,285	
	SUB-TOTAL DIRECT WORK			$ 71,750,108	$ 289
	Builders Risk Insurance			by Owner	
1.50%	CCIP Insurance			$ 1,244,060	
1.00%	CM Payment and Performance Bond			$ 829,373	
7.14%	General Conditions - Lump Sum			$ 5,923,865	
	SUB-TOTAL			$ 79,747,406	
4.00%	Overhead and Fee			$ 3,189,896	
	SUBTOTAL CONSTRUCTION COST			$ 82,937,302	$ 334

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Hollywood New Police Headquarters & Parking Garage

Hollywood, FL

Allowance

17-Apr-24

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No	Description	Total Cost
1	Engineering allowance for concrete: 20 cy at HQ and 20cy at Garage	$ 9,000
2	Engineering allowance for rebar: 5 ton at HQ and 5 ton at Garage	$ 22,000
3	Allowance for Concrete Box to contain a 30-gallon Neutralization Tank at 2nd floor Training Room	$ 2,000
4	Steel Support Allowance for the Architectural Precast Panels at freestanding SW Arch Precast Wall, West Entrance Gate, & high Parapet Wall at North Outdoor Wellness	$ 100,000
5	Waterproofting for precast pieces	$ 150,000
6	Missing Toilet Accessories Allowance	$ 10,000
7	High Density Shelving	$ 680,000
8	Elevator Cab Floor Finish Allowance	$ 40,000
9	Firing Rang Ventilation System	$ 905,385
10	Additional Allowance for Firing Rang Ventilation System (Effecting other building systems)	$ 75,000
11	Irrigation Allowance	$ 145,720
12	Allowance for Scope Changes from 90% CD to 100% CD	$ 500,000
	Total Allowance	**$ 2,639,105**

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Hollywood New Police Headquarters & Parking Garage

Hollywood, FL

Alternates

17-Apr-24

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No	Description	Direct Cost of Work
1	Building Entire 50 yard Enclosure for the Alternate 25 yard Firing Range.	$ (545,022)
6A	Bird Deterrence at Lobby Curtainwalls	$ 34,870
	Total Alternates	$ (510,152)

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Hollywood New Police Headquarters

Value Management Log - 90% CD GMP

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HJHIGH

PRINT Date & Time: 17-Apr-2024

VE ITEM	Division	DESCRIPTION OF POTENTIAL CHANGE ITEM	Status	VALUE OF ITEM	AMOUNT PENDING (P)	AMOUNT ACCEPTED (A)	Sitework	Parking	HQ	AMOUNT REJECTED (R)
1		**HEADQUARTERS**								
2	Div 7 Caulking	Eliminate the inside face of Precast Panel vertical and horizontal joints caulking - a backer rod and Sow 790 Silicone sealant.	A	$ (50,000)	$ -	$ (50,000)			$ (50,000)	$ -
3	Div 8 Glazing	Provide alternate Millet glass ILO specified Viracon glass. - Spec. product provided.	R	$ -	$ -	$ -			$ -	$ -
4	Div 9 Drywall	Provide R-11 unfaced fiberglass batt insulation to partitions ILO Thermafiber (VE not incorporated) Interior partitions comply with STC listed on the partition types.	A	$ (75,000)	$ -	$ (75,000)			$ (75,000)	$ -
5	Div 9 Ceiling	AC-03: Provide AC-04 24"x24" ILO AC-03 custom Tiles 24"x48"	P	$ (6,500)	$ (6,500)	$ -			$ -	$ -
6	Div 9 Ceiling	AC-05: Provide AC-04 24"x24' ILO AC-05 custom Tiles 24"x48"	P	$ (700)	$ (700)	$ -			$ -	$ -
7	Div 9 Tile	Provide standard thinset and mudset ILO premium laticrete product-Fortifield Mortar Bed and Platinum Thinset Gout.	A	$ (52,627)	$ -	$ (52,627)			$ (52,627)	$ -
8	Div 11 Firing Range	Eliminate removable steel bobber target system - 26 ea ground mounted pneumatic steel Bobber targets	R	$ (94,000)	$ -	$ -			$ -	$ (94,000)
9	Div 23 HVAC	1st 20 ft Rectangular duct 1" lined ILO perforated double wall	R	$ (33,000)	$ -	$ -			$ -	$ (33,000)
10	Div 23 HVAC	Eliminate of CHW buffer tank	R	$ (8,000)	$ -	$ -			$ -	$ (8,000)
11	Div 23 HVAC	Removal of (10) DX mini-splits from BAS	A	$ (9,500)	$ -	$ (9,500)			$ (9,500)	$ -
12	Div 23 HVAC	Elimination of supply air flow measuring stations	R	$ (8,500)	$ -	$ -			$ -	$ (8,500)
13	Div 26 Electrical	For Lightning Protection, DEDUCT to change copper conductors on the roof to aluminum	A	$ (30,000)	$ -	$ (30,000)			$ (30,000)	$ -
14		**PARKING GARAGE**								
15	Div 5 Metal Screens	Eliminate Garage Perforated Metal Screens	P	$ (373,230)	$ (373,230)	$ -		$ -		$ -
16		**Sitework**								
17	Div 31 Civil	Eliminate off-site pond sitework	R	$ (147,000)	$ -	$ -	$ -			$ (147,000)
18	Div 31 Civil	Eliminate Loading and Hauling All Topsoil to a Class 1 Landfill as Contaminated	P	$ (171,385)	$ (171,385)	$ -	$ -			$ -
19B	Div 31 Civil	Eliminate Loading and Hauling All Topsoil to Golf Course	P	TBD	TBD	$ -	$ -			$ -
19	Div 32	Provide Alternate Chainlink fence with 1"mesh 9 guage ILO 3/8" mesh 9 gauge with black fusio bonded vingl cover	R	$ (78,073)	$ -	$ -	$ -			$ (78,073)
20	Div 32	Provide 30 days maintenance of trees, shurbs and ground cover ILO of 12 Month for trees & shrubs and 6 Months for ground covers, etc. in spec. This will not affect the warranty of trees and shrubs	A	$ (61,050)	$ -	$ (61,050)	$ (61,050)			$ -
21	Div 32	Change of Thatch palm botanical species based on unavailability per plan	R	$ (1,500)	$ -	$ -	$ -			$ (1,500)
22	Div 32	Provide Cap Rock ILO Boulder	R	$ (58,000)	$ -	$ -	$ -			$ (58,000)
23	Div 32	Eliminate weed barrier per specs (not shown on plans)	A	$ (18,070)	$ -	$ (18,070)	$ (18,070)			$ -
24		**SUB TOTALS**		$ (1,276,135)	$ (551,815)	$ (296,247)	$ (79,120)	$ -	$ (217,127)	$ (428,073)
						AMOUNT ACCEPTED (A)				

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EXHIBIT B

CONSTRUCTION MANAGER AT RISK GENERAL CONDITIONS AND GENERAL REQUIREMENTS

[Insert bid schedule itemizing CMAR's General Conditions and General Requirements]

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Exhibit B

MOSS

Hollywood New Police Headquarters

Tuesday, April 16, 2024

General Conditions - Lump Sum

Project Management & Field Supervision	$5,635,872
Management Support & Clerical	$287,993

TOTAL GENERAL CONDITIONS $5,923,865

General Requirements - Reimbursable

Temporary Labor from Hourly Labor Pool	$818,840
Jobsite Safety	$39,566
Protection & Security	$47,060
Jobsite Tools & Equipment	$125,941
Temporary Utilities	By Owner
Facilities Sanitation	$46,418
Field Offices	128350
Temporary Vertical Hoisting, Transport and Work Access	$58,330
Temporary Site Barriers and Enclosures / Temporary Access & MOT / Project Identification	$86,997
Cleaning & Disposals Services	$318,259
Permitting / Expediting & Consultants	By Owner and COW
Layout & Survey	$92,996
Community and Safety Celebration	$30,000
Field Office Equipment, Supplies, and Support	$120,950
Documentation Printing & Retention	$24,625

TOTAL GENERAL REQUIREMENTS $1,938,332

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General Conditions - Lump Sum

Tuesday, April 16, 2024

Hollywood New Police Headquarters

CODE	INCLUDE OR REMOVE	ITEM	QTY	UNIT	LABOR		MATERIAL/SUB		TOTAL COST	REMARKS
					Unit	Total	Unit	Total		
Project Management & Field Supervision										
	✓	Aggregate GC's (See Staff Study)	1	LS	$ -	$ 5,635,872	$ -	$ -	$ 5,635,872	
Subtotal Project Management & Field Supervision						$ 5,635,872		$ -	$ 5,635,872	
Management Support & Clerical										
01.3825.00	✓	Information Technology (Standard Suite / Support / Operational Charges)	257	Man-Month(s)	$ -	$ -	$ 741	$ 190,388	$ 190,388	
01.3021.00	✓	VDC Coordination	1	LS	$ -	$ -	$ 88,550	$ 88,550	$ 88,550	
01.3827.00	✓	Textura Accounting	1	LS	$ -	$ -	$ 9,075	$ 9,075	$ 9,075	
01.3045.00	✗	Legal Services								Excluded
01.3045.00	✗	Legal Services (Supplemental Services)								Excluded
-										
Subtotal Management Support & Clerical						$ -		$ 287,993.00	$ 287,993.00	
TOTAL GENERAL CONDITIONS						$ 5,635,872		$ 287,993	$ 5,923,865	

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Moss

General Requirements - Reimbursable

Tuesday, April 16, 2024

Hollywood New Police Headquarters

CODE	INCLUDE OR REMOVE	ITEM			QTY	UNIT	LABOR Unit	LABOR Total	MATERIAL/SUB Unit	MATERIAL/SUB Total	TOTAL COST	REMARKS
Temporary Labor from Hourly Labor Pool			Qty	Hours / Wk	Qty							
	✓	Labor Foreman(s) - Reg Time	1	40	109	Week(s)	$ 32.00	$ 138,880	$ -	$ -	$ 138,880	
	✓	Labor Foreman(s) - Overtime	1	10	109	Week(s)	$ 48.00	$ 52,080	$ -	$ -	$ 52,080	
	✓	Gatekeeper(s) - Reg Time (1 Per Entrance for Project Duration)	1	40	109	Week(s)	$ 22.00	$ 95,480	$ -	$ -	$ 95,480	
	✓	Gatekeeper(s) - Overtime (1 Per Entrance for Project Duration)	1	10	109	Week(s)	$ 33.00	$ 35,805	$ -	$ -	$ 35,805	
	✓	Safety Carpenter(s) - Reg Time (Fndns to Envelope)	2	40	54	Week(s)	$ 32.00	$ 138,240	$ -	$ -	$ 138,240	
	✓	Safety Carpenter(s) - Overtime (Fndns to Envelope)	2	10	54	Week(s)	$ 48.00	$ 51,840	$ -	$ -	$ 51,840	
	✗	Water Watch Laborer(s) - Reg Time (GWB to TCO 5PM - 7AM)								$ -	$ -	Cost of Work
	✗	Water Watch Laborer(s) - Overtime (GWB to TCO 5PM - 7AM)								$ -	$ -	Cost of Work
	✓	Moss Employee - Laborer / Carpenter - At this agree upon Hourly Rate Inclusive of Moss Hourly Burden	1	40	63	Week(s)	$ 39.00	$ 98,280		$ -	$ 98,280	
	✓	Moss Employee - Laborer / Carpenter - Overtime - At this agree upon Hourly Rate Inclusive of Moss Hourly Burden	1	10	63	Week(s)	$ 58.50	$ 36,855		$ -	$ 36,855	
	✓	Jobsite Cleaning(s) - Reg Time (Project Duration)	2	40	40	Week(s)	$ 26.00	$ 83,200	$ -	$ -	$ 83,200	
	✓	Jobsite Cleaning(s) - Overtime (Project Duration)	2	10	40	Week(s)	$ 39.00	$ 31,200	$ -	$ -	$ 31,200	
	✓	Punchout Mechanic(s) - Reg Time (Project Duration)	1	40	28	Week(s)	$ 37.00	$ 41,440	$ -	$ -	$ 41,440	
	✓	Punchout Mechanic(s) - Overtime (Project Duration)	1	10	28	Week(s)	$ 55.50	$ 15,540	$ -	$ -	$ 15,540	
Subtotal Temporary Labor from Hourly Labor Pool								$ 818,840		$ -	$ 818,840	
Layout & Survey												
01.7123.16	✓	Layout & Benchmarks			1	LS	$ -	$ -	$ 5,500.00	$ 5,500.00	$ 5,500	
01.7123.16	✓	Misc. Survey & Control			1	LS	$ -	$ -	$ 14,200.00	$ 14,200.00	$ 14,200	
01.7123.16	✓	Elevator Shaft Plumbness Survey (1 Every 4 Levels)			1	LS	$ -	$ -	$ 5,400.00	$ 5,400.00	$ 5,400	
01.7123.16	✗	Piling Layout & Survey (Verify Qty / Cost with Pile Subcontractor)										Excluded
01.7123.16	✗	Wall Layout										Excluded
01.7123.16	✓	Slab Layout Verification			1	LS	$ -	$ -	$ 18,000.00	$ 18,000.00	$ 18,000	
01.7123.16	✓	Elevation Certificate			1	LS	$ -	$ -	$ 2,500.00	$ 2,500.00	$ 2,500	
01.7123.16	✓	Final As-Built Survey			1	LS	$ -	$ -	$ 8,500.00	$ 8,500.00	$ 8,500	
-	✓	Multivista Services			1	LS		$ -	$ 38,896.00	$ 38,896.00	$ 38,896	
Subtotal Layout & Surveying								$ -		$ 92,996	$ 92,996	
Jobsite Safety												
01.3895.00	✓	First Aid Supplies			25.0	Month(s)	$ -	$ -	$ 175.00	$ 4,375	$ 4,375	
01.3895.00	✓	Safety Material & Equipment - Misc.			92	1500 SF	$ -	$ -	$ 65	$ 5,991	$ 5,991	
01.3895.00	✓	AED / Defibrillator (2 if Jobsite & Jobsite Office Separated)			2	LS	$ -	$ -	$ 2,500	$ 5,000	$ 5,000	
01.3895.00	✓	Safety Straps (1 Per Perimeter Column + Elevators x # Floors)			52	Each	$ -	$ -	$ 14.00	$ 728	$ 728	
01.3895.00	✓	Hard Hats, Safety Glasses, Harnesses, etc.			25.0	Month(s)	$ -	$ -	$ 300	$ 7,500	$ 7,500	
01.3895.00	✓	Fire Extinguisher & Cabinet / Maintain (1 Per 5,000 SF per OSHA)			28	Each	$ -	$ -	$ 225	$ 6,222	$ 6,222	
01.3918.00	✓	Radios / Programming (Per Team Member + Site Staff)			13	Each	$ -	$ -	$ 750	$ 9,750	$ 9,750	
01.3918.00	✗	Radio License & Repeater (If greater than 20 Stories or 100,000 SF)									$ -	Excluded
-	✗	N/A									$ -	Excluded
Subtotal Jobsite Safety								$ -		$ 39,566	$ 39,566	
Protection & Security												
01.3052.00	✗	Off-Duty Police Detail									$ -	Excluded
01.3053.00	✗	Fire Marshal / Fire Watch									$ -	Excluded
01.5530.00	✗	DTPW Railway Spotter									$ -	Excluded
01.3060.00	✗	Security Watchman Service (118 Hours / Week - Start of Roughin to TCO)										Excluded
01.7600.00	✓	Flooring Protection - Ramboard or Xboard (Project Finish SF)			110,031	SF	$ -	$ -	$ 0.32	$ 35,210	$ 35,210	
01.7600.00	✗	Tub Protection									$ -	Cost of Work
01.5111.00	✓	Temporary Waterproofing			3	Floor(s)	$ -	$ -	$ 3,950	$ 11,850	$ 11,850	
01.3047.00	✗	Hurricane Event									$ -	
-	✗	N/A									$ -	Excluded
Subtotal Protection & Security								$ -		$ 47,060	$ 47,060	
Jobsite Tools & Equipment												
01.3915.00	✓	Misc. Small Tools & Requirements			25.0	Month(s)	$ -	$ -	$ 2,100	$ 52,500	$ 52,500	
01.3915.01	✗	Small Misc. Generator (6500 KW)										Cost of Work
01.5114.00	✓	Temporary Generator - Early Work			1.0	Month(s)	$ -	$ -	$ 3,450	$ 3,450	$ 3,450	
01.5114.00	✓	Temporary Generator Fuel - Early Work ($ in Gallons Consumed / Week)			4.0	Week(s)	$ -	$ -	$ 2,604	$ 10,416	$ 10,416	
01.3892.00	✓	Forklift / Lull			16.0	Month(s)	$ -	$ -	$ 2,800	$ 44,800	$ 44,800	
01.3892.00	✓	Forklift / Lull Fuel ($ in Gallons Consumed / Month)			16.0	Month(s)	$ -	$ -	$ 750	$ 12,000	$ 12,000	
01.3891.00	✗	Golf Cart / All Terrain Jobsite Vehicle										Excluded
01.3891.00	✗	Golf Cart / All Terrain Jobsite Vehicle Fuel ($ in Gallons Consumed / Month)										Excluded
01.3865.00	✓	Fuel Containment / Station			1.0	LS	$ -	$ -	$ 2,775	$ 2,775	$ 2,775	
01.7813.00	✗	Punch List / Close Out - Misc. Materials										Cost of Work
-	✗	N/A										Excluded
-	✗	N/A										Excluded
Subtotal Jobsite Tools & Equipment								$ -		$ 125,941	$ 125,941	
Temporary Utilities												
		Temporary Utilities										
01.5136.00	✗	Temporary Construction Water - Meter										Cost of Work
01.5136.00	✗	Temporary Construction Water - Use										Cost of Work
01.5136.00	✗	Temporary Construction Water - Pool Fill Up										Cost of Work
01.5113.00	✗	Temporary Electric - Construction Consumption										Cost of Work
01.5113.01	✗	Permanent Electric - Consumption & Testing										Cost of Work
01.5129.00	✗	Temporary Gas / Fuel Consumption for Testing										Cost of Work
-	✗	N/A										Excluded
Subtotal Temporary Ublities								$ -		$ -	$ -	
Temporary Facilities & Sanitation												
		Facilities Sanitation										
01.5219.00	✓	Portable Toilets			108.5	Week(s)	$ -	$ -	$ 295	$ 32,007	$ 32,007	
01.5219.00	✓	Portable Toilet Unit(s) - Delivery Fee			8	Each	$ -	$ -	$ 42	$ 336	$ 336	
01.5219.00	✓	Toilet Hand Sanitizer Packs			8	Each	$ -	$ -	$ 25	$ 200	$ 200	
01.5219.00	✓	Hand Wash Stations			4	Each	$ -	$ -	$ 500	$ 2,000	$ 2,000	
01.5219.00	✓	Sewer Holding Tank(s)			25	Month(s)	$ -	$ -	$ 400	$ 10,000	$ 10,000	
01.5718.00	✓	Rodent Control			25.0	Month(s)	$ -	$ -	$ 75	$ 1,875	$ 1,875	
01.5115.00	✗	Temporary Cooling / Dehumidification			0.0	Month(s)	$ -	$ -		$ -		Excluded
Subtotal Facilities Sanitation								$ -		$ 46,418	$ 46,418	
Temporary Field Office												
		Field Offices										
01.5213.00	✓	Field Office Trailer(s) (1 = Single / 2 = Double / 3 = Triple)			25	Unit-Month(s)	$ -	$ -	$ 3,500	$ 87,500	$ 87,500	
01.5213.00	✓	Field Office Trailer - Set Up, Delivery, Block & Level, Steps, Ramps & Skirting			3	Each	$ -	$ -	$ 6,250	$ 18,750	$ 18,750	
01.5213.00	✓	Field Office Trailer Removal - Dismantle, Clean & Haul			3	Each	$ -	$ -	$ 3,200	$ 9,600	$ 9,600	
01.5213.01	✓	Field Storage Containers			25	Month(s)	$ -	$ -	$ 500	$ 12,500	$ 12,500	
01.5213.00	✗	Offsite Temporary Office Rental or Lease					$ -	$ -	$ -	$ -	$ -	Excluded
Subtotal Field Offices								$ -		$ 128,350	$ 128,350	
Temporary Vertical Hoisting, Transport and Work Access												
		Temporary Vertical Hoisting										
01.5419.00	✗	Tower Cranes - Install / Remove Crane Tower			0	LS	$ -	$ -		$ -	$ -	Excluded
01.5419.00	✗	Tower Cranes - Construct / Remove Concrete Base (Piles Not Included)			0	LS	$ -	$ -		$ -	$ -	Excluded
01.5419.00	✗	Tower Cranes - Use			0.0	Unit-Month(s)	$ -	$ -		$ -	$ -	Excluded
01.5419.00	✗	Tower Cranes - Engineer Foundation(s)			0	LS	$ -	$ -		$ -	$ -	Excluded
01.5419.00	✗	Tower Cranes - Base Surround Protection (8' High)			0	LS	$ -	$ -		$ -	$ -	Excluded

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Moss

CODE	INCLUDE OR REMOVE	ITEM			QTY	UNIT	LABOR Unit	LABOR Total	MATERIAL/SUB Unit	MATERIAL/SUB Total	TOTAL COST	REMARKS
-	✗	N/A			0	LS	$ -	$ -	$ -	$ -	$ -	Excluded
-	✗	N/A			0	LS	.	$ -	$ -	$ -	$ -	Excluded
		Vertical Transportation (Buckhoist & Temp. Elevators)	**Qty**	**Hours**								
01.5416.00	✗	Temporary Hoists - Operator(s) Regular Time	0	40	0	Week(s)	$ 22.00	$ -	$ -	$ -	$ -	Excluded
01.5416.00	✗	Temporary Hoists - Operator(s) Overtime	0	20	0	Week(s)	$ 33.00	$ -	$ -	$ -	$ -	Excluded
01.5413.00	✓	Elevator (Temporary) Use - Operator(s) Regular Time	1	40	26	Week(s)	$ 32.00	$ 33,331	$ -	$ -	$ 33,331	
01.5413.00	✓	Elevator (Temporary) Use - Operator(s) Overtime	1	20	26	Week(s)	$ 48.00	$ 24,998	$ -	$ -	$ 24,998	
01.5413.00	✗	Elevators (Temporary) - Protect Finished Cabs										Cost of Work
01.5413.00	✗	Elevator Safety - Railing & Netting Opening Protection (# Floors x Elevators 1 Opening Per Unit)										Cost of Work
01.5416.00	✗	Temporary Hoists - Install / Remove										Excluded
01.5416.00	✗	Temporary Hoists - Equipment Use										Excluded
01.5416.00	✗	Temporary Hoists - Buckhoist Platform (450 SF / Ramp / Stairs / OH Roof)										Excluded
01.5416.00	✗	Temporary Hoists - Base Surround Protecton (4' High)										Excluded
-	✗	N/A										Excluded
		Temporary Vertical Work Access										
01.5423.00	✗	Temporary Scaffolding & Platforms (If Applicable)										Excluded
01.5426.00	✗	Temporary Swing Staging (If Applicable)										Excluded
-	✗	N/A										Excluded
		Temporary Vertical Protection & Safety Nets										
01.3896.00	✗	Temporary Outrigger Nets (13') - Install & Remove										Excluded
01.3896.00	✗	Temporary Outrigger Nets (13') - Jumps & Maintenance										Excluded
01.3896.00	✗	Temporary Working Deck Nets - Install & Remove										Excluded
-	✗	N/A										Excluded
Subtotal Temporary Vertical Hoisting, Transport and Work Access								$ 58,330		$ -	$ 58,330	
Temporary Site Barriers and Enclosures / Temporary Access & MOT / Project Identification												
		Temporary Barriers & Enclosures										
01.5626.00	✓	Temporary Chainlink Fencing & Gates			2,300	LF	$ -	$ -	$ 25	$ 57,500	$ 57,500	
01.5626.00	✓	Temporary Fence Wind Screens - 6' High			2,300	LF	$ -	$ -	$ 9.50	$ 21,850	$ 21,850	
01.5623.00	✗	Temporary Water-filled Barrier & Fencing										Cost of Work
01.5423.00	✗	Temporary Protective Pedestrian Walkways - (5' Wide Scaffold Walkway)										Excluded
01.5626.00	✗	Temporary Dust Barriers										Cost of Work
01.5213.00	✗	Temporary Security Stands / Enclosures										Excluded
01.5519.00	✗	Temp Parking - Managment (Per Vehicle / Month)										Included on Property
01.5519.01	✗	Temp Parking - Project Construction Workers (Per Vehicle / Month)										By Owner
01.5624.00	✗	MOT - Street Lane Closure Permits (Per Drive Lane x LF x Months Required)										Cost of Work
01.5624.00	✗	MOT - Sidewalk Closure Permit (Per Sidewalk LF x Months Required)										Cost of Work
01.5624.00	✗	MOT - Parking Space / Meter Rental (Per Space x Months Required)										Cost of Work
01.5625.00	✗	MOT - Devcies / Barricades / Traffic Signage										Cost of Work
01.5813.00	✓	Temporary Identification Signs (Stair Landings / Extinguishers / Buckhoists / Temp. Eleva			76	Each	$ -	$ -	$ 35	$ 2,647.00	$ 2,647	
01.5813.00	✓	Moss Project Signage			2	LS	$ -	$ -	$ 2,500	$ 5,000.00	$ 5,000	
01.5813.00	✗	Owner Project Signage			0	LS	$ -	$ -		$ -	$ -	By Owner
-	✗	N/A			0	LS	$ -	$ -	$ -	$ -	$ -	Excluded
Subtotal Project Identification							$ -	$ -	$ 2,570	$ 86,997	$ 86,997	
Cleaning & Disposals Services												
		Cleaning Services										
01.7400.00	✓	Trash Buggies			4	ea	$ -	$ -	$ 450	$ 1,800	$ 1,800	
01.7400.00	✓	Cleaning Supplies & Materials			236,367	SF	$ -	$ -	$ 0.07	$ 16,545	$ 16,545	
01.7423.00	✓	Final Cleaning - Building Finishes			110,031	SF	$ -	$ -	$ 1.15	$ 126,535	$ 126,535	
01.7423.00	✓	Final Cleaning - Parking / Balconies / Amenities			126,336	SF	$ -	$ -	$ 0.25	$ 31,584	$ 31,584	
01.7423.00	✓	Glass Cleaning (Façade SF)			11,805	SF	$ -	$ -	$ 0.25	$ 2,951	$ 2,951	
01.7419.00	✓	Dumpsters - Standard Pulls			230	Pulls	$ -	$ -	$ 525	$ 120,985	$ 120,985	
01.7419.00	✓	Dumpsters - Overweight Pulls (Includes 10% of Pulls)			23	Pulls	$ -	$ -	$ 275	$ 6,337	$ 6,337	
01.7419.00	✓	Dumpster Premium for LEED (Only Applies if LEED Project)			230	Pulls	$ -	$ -	$ 50	$ 11,522	$ 11,522	
01.7419.00	✗	Concrete Wash-out Bins										Cost of Work
01.7420.00	✗	Trash Chute(s) - Install (# Floors)										Excluded
01.7420.00	✗	Trash Chute(s) - Rental (Months x # Floors)										Excluded
01.7420.00	✗	Trash Chute(s) - Maintenance & Dust Control										Excluded
-	✗	N/A										Excluded
Subtotal Dumpsters & Temporary Trash Chutes								$ -		$ 318,259	$ 318,259	
Permitting / Expediting & Consultants												
00.3143.00	✗	Building Permit(s)			0	LS	$ -	$ -	$ -	$ -	$ -	By Owner
00.3143.00	✗	Misc. Permit(s)			0	LS	$ -	$ -	$ -	$ -	$ -	Cost of Work
01.3055.00	✗	Permit Runner (Non-Master, Noise Waivers, Shop Drawings, MOT)			0	LS	$ -	$ -				Cost of Work
	✗	Overtime Lifesafety / Overtime Fire Inspections			0	LS	$ -	$ -				By Owner
01.3030.00	✗	Consultant - Waterproofing			0	LS	$ -	$ -				By Owner
01.3030.00	✗	Consultant - Fire / Lifesafety			0	LS	$ -	$ -				By Owner
-	✗	N/A			0	LS	$ -	$ -	$ -	$ -	$ -	Excluded
Subtotal Consultants								$ -		$ -	$ -	
Community and Safety Celebration												
01.3835.00	✗	Work Lunches / Team Building Events						$ -				
01.3830.00	✓	Community Involvment			1	LS	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	
01.3870.00	✓	Safety Awards / Top Out Event (Sub Appreciation)			1	LS	$ -	$ -	$ 20,000	$ 20,000	$ 20,000	
01.3880.00	✗	Sponsorships										
-		N/A										
Subtotal Community and Safety Celebration								$ -		$ 30,000	$ 30,000	
Management Support Supplies and Offices Equipment												
		Field Office Equipment & Supplies										
01.3925.00	✓	Office Furniture - Per Staff Member			10	Each	$ -	$ -	$ 150	$ 1,500	$ 1,500	
01.3925.00	✓	Office Furniture - Conference & General (Tables, Chairs, Plans, File Cab.)			1.0	Each	$ -	$ -	$ 3,500	$ 3,500	$ 3,500	
01.3824.00	✓	Equipment - Copier Unit			25	Month(s)	$ -	$ -	$ 650	$ 16,250	$ 16,250	
01.3824.00	✓	Equipment - Service Contract			25	Month(s)	$ -	$ -	$ 100	$ 2,500	$ 2,500	
01.3820.00	✓	Trailer Internet / Broadband Service			25	Month(s)	$ -	$ -	$ 650	$ 16,250	$ 16,250	
01.3820.00	✗	VOIP Telephone Stations										Excluded
01.3825.00	✓	Computers / Laptops / Dock Stations (1 Unit Per 2 Employees)			5	Each	$ -	$ -	$ 1,700	$ 8,500	$ 8,500	
01.3825.00	✓	Computer Station / Drops / WAN & LAN Setup			10	Drops	$ -	$ -	$ 665	$ 6,650	$ 6,650	
01.3920.00	✓	Misc. Office Supplies			25	Month(s)	$ -	$ -	$ 825	$ 20,625	$ 20,625	
01.3910.00	✓	Water to comply with City of Hollywood Single Use Plastic Requirments.			25	Month(s)	$ -	$ -	$ 400	$ 10,000	$ 10,000	
01.3810.00	✓	Cell Phone Services			235	Man-Month(s)	$ -	$ -	$ 150	$ 35,175	$ 35,175	
-	✗	N/A			0	LS	$ -	$ -	$ -	$ -		
Subtotal Field Office Equipment & Supplies								$ -		$ 120,950	$ 120,950	
Reporting, Photography & Closeout Documentation												
01.3935.00	✓	Reprographics - Construction			25	Month(s)	$ -	$ -	$ 125.00	$ 3,125	$ 3,125	
01.3930.00	✓	Postage, Shipping & Courier			25	Month(s)	$ -	$ -	$ 165.00	$ 4,125	$ 4,125	
01.3236.00	✗	Virtual Photographic Documentation (Multi-Vista)										Excluded
01.3233.00	✓	Progress Aerial Photos - 1 Per Month			25	Month(s)	$ -	$ -	$ 75.00	$ 1,875	$ 1,875	
01.3233.00	✗	Final Marketing Photos - 1 Final Shoot										Excluded
01.7800.00	✓	Project Close-out Documents / Video Production / Waste Stacks			1	LS	$ -	$ -	$ 7,500.00	$ 7,500	$ 7,500	
01.3825.00	✓	Document Storage - Record Retention			1	LS	$ -	$ -	$ 8,000.00	$ 8,000	$ 8,000	
-		N/A			0	LS	$ -	$ -	$ -	$ -		
-		N/A			0	LS	$ -	$ -	$ -	$ -		
Subtotal Reporting, Photography & Closeout Documentation								$ -		$ 24,625	$ 24,625	
TOTAL GENERAL REQUIREMENTS							$ -	$ -	$ 877,170	$ 1,061,162	$ 1,938,332	

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MOSS

Summary Schedule and Staffing

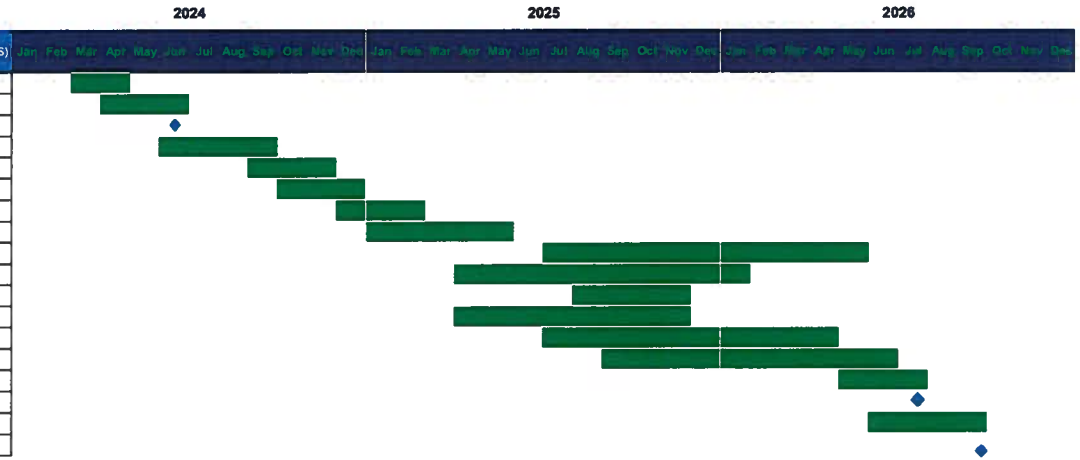
Hollywood New Police Headquarters

Work Activities
Resource Members

Timeline Start Date:	01-Mar-24
Project NTP:	07-Jun-24
Project Substantial:	24-Jul-26
Project Final Completion:	25-Sep-26

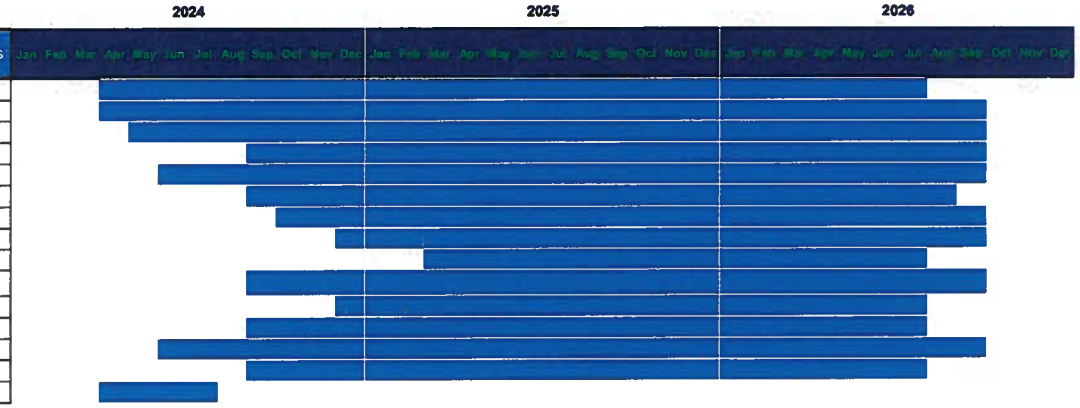
Summary Activities

TASK ID	TASK NAME	START DATE	END DATE	MONTH(S)
	GMP Submission	01-Mar-24	25-Apr-24	2.0
	Early Release	02-Apr-24	07-Jun-24	3.0
	Contract Excution AND Permit Complete - NTP	07-Jun-24	-	
	Continued Contracting and Procurement	07-Jun-24	08-Sep-24	3.1
	Mobilize / Site Prep	09-Sep-24	04-Nov-24	1.9
	Vibro and Rebuild Building Pad	31-Oct-24	07-Dec-24	
	HQ and Parking Garage Foundations	15-Dec-24	23-Feb-25	2.3
	HQ Structure	20-Jan-25	04-May-25	3.5
	Parking Garage and Pedestrian Bridge	27-Jul-25	17-May-26	9.8
	HQ Glazing & Precast Envelope.	21-Apr-25	18-Jan-26	9.1
	HQ Elevators	24-Aug-25	17-Nov-25	2.8
	HQ Rough-in	28-Apr-25	28-Nov-25	7.1
	HQ GWB and ACT	13-Jul-25	02-Apr-26	8.8
	HQ Finishes	08-Sep-25	18-Jun-26	9.4
	Final Inspections	19-May-26	17-Jul-26	2.0
	TCO		24-Jul-26	
	Punchlist	24-Jun-26	25-Sep-26	3.1
	FINAL	-	25-Sep-26	



Personnel

ROLE / POSITION	USE %	EMPLOYEE (Last, First)	Hourly Rate including Burden	START DATE	END DATE	MONTHS
Director of Operations (10%)	10%	Green, Garrett	$ 261.36	02-Apr-24	24-Jul-26	28.1
Project Executive (50%)	50%	Loeffler, Holly	$ 212.17	02-Apr-24	25-Sep-26	30.2
Project Manager	100%	TBD	$ 156.75	08-May-24	25-Sep-26	29.0
Assistant Project Manager	100%	TBD	$ 117.16	09-Sep-24	17-Sep-26	24.6
Project Engineer	100%	TBD	$ 78.21	07-Jun-24	01-Sep-26	27.2
General Superintendent (20%)	20%	McCright, Andy	$ 265.90	09-Sep-24	23-Aug-26	23.8
Superintendent	100%	Mogollon, Jonathan	$ 197.17	01-Oct-24	25-Sep-26	24.1
Superintendent	100%	TBD	$ 197.17	21-Dec-24	25-Sep-26	21.4
Assistant Superintendent	100%	TBD	$ 120.72	14-Mar-25	24-Jul-26	16.6
Field Engineer	100%	TBD	$ 78.21	09-Sep-24	10-Sep-26	24.4
Site Safety Representative SSR (100%)	100%	TBD	$ 95.73	15-Dec-24	24-Jul-26	19.5
Project Scheduler (20%)	20%	Kappitt, Nick	$ 114.53	09-Sep-24	24-Jul-26	22.8
Senior Project Accountant (50%)	50%	TBD	$ 114.55	07-Jun-24	25-Sep-26	28.0
Roaming Safety Manager (20%)	20%	Bobby Revilla	$ 116.08	09-Sep-24	24-Jul-26	22.8
Senior Project Manager	50%	DeLatour, Patrick	$ 180.87	02-Apr-24	25-Jul-24	3.8



Early Start Activities in April are related to the ATP sent over on 4/1/2024 for the early release packages.

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Hollywood New Police Headquarters

Staff Study - General Conditions

Tuesday, April 16, 2024

Title	Employee	Hourly Rate including Burden	Hourly Rate for 2080 HR	Duration	Unit	Use %	Utilized Man-Month(s)	Utilized Salary (Per Year)	Cost (Per Month)	Cost (Per Week)	Project Cost
Director of Operations (10%)	Green, Garrett	$ 261.36	$ 543,629	28.1	Month(s)	10%	2.81	$ 54,363	$ 4,530	$ 1,045	$ 127,300
Project Executive (50%)	Loeffler, Holly	$ 212.17	$ 441,314	30.2	Month(s)	50%	15.10	$ 220,657	$ 18,388	$ 4,243	$ 555,320
Project Manager	TBD	$ 156.75	$ 326,040	29.0	Month(s)	100%	29.00	$ 326,040	$ 27,170	$ 6,270	$ 787,930
Assistant Project Manager	TBD	$ 117.16	$ 243,693	24.6	Month(s)	100%	24.60	$ 243,693	$ 20,308	$ 4,686	$ 499,570
Project Engineer	TBD	$ 78.21	$ 162,677	27.2	Month(s)	100%	27.20	$ 162,677	$ 13,556	$ 3,128	$ 368,734
General Superintendent (20%)	McCright, Andy	$ 265.90	$ 553,072	23.8	Month(s)	20%	4.75	$ 110,614	$ 9,218	$ 2,127	$ 219,078
Superintendent	Mogollon, Jonathar	$ 197.17	$ 410,114	24.1	Month(s)	100%	24.13	$ 410,114	$ 34,176	$ 7,887	$ 824,784
Superintendent	TBD	$ 197.17	$ 410,114	21.4	Month(s)	100%	21.43	$ 410,114	$ 34,176	$ 7,887	$ 732,508
Assistant Superintendent	TBD	$ 120.72	$ 251,098	16.6	Month(s)	100%	16.57	$ 251,098	$ 20,925	$ 4,829	$ 346,654
Field Engineer	TBD	$ 78.21	$ 162,677	24.4	Month(s)	100%	24.37	$ 162,677	$ 13,556	$ 3,128	$ 330,324
Site Safety Representative SSR (100%)	TBD	$ 95.73	$ 199,118	19.5	Month(s)	100%	19.53	$ 199,118	$ 16,593	$ 3,829	$ 324,121
Project Scheduler (20%)	Kappitt, Nick	$ 114.53	$ 238,222	22.8	Month(s)	20%	4.55	$ 47,644	$ 3,970	$ 916	$ 90,392
Senior Project Accountant (50%)	TBD	$ 114.55	$ 238,264	28.0	Month(s)	50%	14.00	$ 119,132	$ 9,928	$ 2,291	$ 277,975
Roaming Safety Manager (20%)	Bobby Revilla	$ 116.08	$ 241,446	22.8	Month(s)	20%	4.55	$ 48,289	$ 4,024	$ 929	$ 91,615
Senior Project Manager	DeLatour, Patrick	$ 180.87	$ 376,210	3.8	Month(s)	50%	1.90	$ 188,105	$ 15,675	$ 3,617	$ 59,567
			$ 5,213,998	346.2	Month(s)		234.5	$ 3,370,646	$ 280,887	$ 64,820	$ 5,635,872

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Hollywood Police HQ Project

Moss and Associates LLC

Position Description	Hourly Rate Including 46.50 % Burden
Director of Operations	$261.36
Project Executive	$212.17
Senior Project Manager	$180.87
Project Manager	$156.75
Assistant Project Manager	$117.16
Senior Project Engineer	$93.71
Project Engineer	$78.21
General Superintendent	$265.90
Senior Superintendent	$229.84
Superintendent	$197.17
Area Superintendent	$161.14
Assistant Superinteindant	$120.72
Senior Field Engineer	$97.43
Field Engineer	$78.21
Site Safety Representative	$95.73
Roaming Safety Manager	$116.08
Regional Safety Manager	$150.34
Scheduling Director	$217.02
Scheduler	$114.53
Accounting Manager	$129.37
Senior Accountant	$114.55
Project Accountant	$79.71
Preconstruction Director	$252.93
Preconstruction Chief	$188.83
Senior Preconstruction Manage	$166.52
Preconstruction Manager	$105.83
Preconstruction Engineer	$84.51
Cost Engineer	$75.36

Hourly Moss Employee	Hourly Rate
Moss Hourly Intern - Includes 10.58% Burden - Overtime billed at time and a half	$27.87

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EXHIBIT C

PROJECT SCHEDULE

[Insert project schedule]

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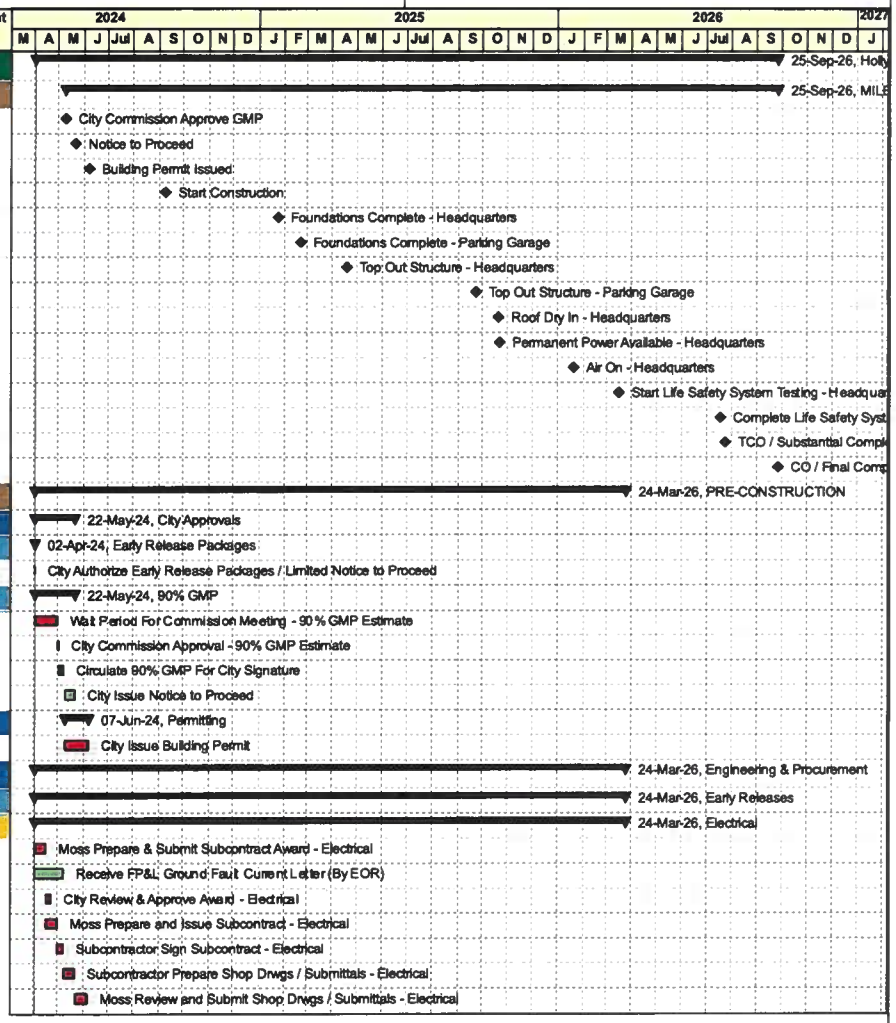
EXHIBIT C

Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (		614	614	02-Apr-24	25-Sep-26	0
MILESTONES		587	587	09-May-24	25-Sep-26	0
MS-100	City Commission Approve GMP	0	0	09-May-24		0
MS-110	Notice to Proceed	0	0	22-May-24		72
MS-120	Building Permit Issued	0	0		07-Jun-24	0
MS-130	Start Construction	0	0	09-Sep-24		0
MS-140	Foundations Complete - Headquarters	0	0		24-Jan-25	0
MS-150	Foundations Complete - Parking Garage	0	0		21-Feb-25	102
MS-160	Top Out Structure - Headquarters	0	0		18-Apr-25	0
MS-170	Top Out Structure - Parking Garage	0	0		22-Sep-25	7
MS-180	Roof Dry In - Headquarters	0	0		20-Oct-25	27
MS-190	Permanent Power Available - Headquarters	0	0		22-Oct-25	49
MS-200	Air On - Headquarters	0	0		20-Jan-26	14
MS-210	Start Life Safety System Testing - Headquarters	0	0	16-Mar-26		8
MS-220	Complete Life Safety System Testing / Final Inspections - Headquarters	0	0		17-Jul-26	0
MS-230	TCO / Substantial Completion - Headquarters & Parking Garage	0	0		24-Jul-26	0
MS-240	CO / Final Completion - Headquarters & Parking Garage	0	0		25-Sep-26	0
PRE-CONSTRUCTION		486	486	02-Apr-24	24-Mar-26	0
City Approvals		37	37	02-Apr-24	22-May-24	55
Early Release Packages		1	1	02-Apr-24	02-Apr-24	0
PRC-2520	City Authorize Early Release Packages / Limited Notice to Proceed	1	1	02-Apr-24	02-Apr-24	0
90% GMP		37	37	02-Apr-24	22-May-24	57
PRC-100	Wait Period For Commission Meeting - 90% GMP Estimate	21	21	02-Apr-24	30-Apr-24	0
PRC-110	City Commission Approval - 90% GMP Estimate	1	1	01-May-24	01-May-24	0
PRC-111	Circulate 90% GMP For City Signature	5	5	02-May-24	08-May-24	0
PMT-110	City Issue Notice to Proceed	10	10	09-May-24	22-May-24	57
Permitting		20	20	09-May-24	07-Jun-24	0
PMT-100	City Issue Building Permit	20	20	09-May-24	07-Jun-24	0
Engineering & Procurement		485	485	03-Apr-24	24-Mar-26	0
Early Releases		485	485	03-Apr-24	24-Mar-26	0
Electrical		485	485	03-Apr-24	24-Mar-26	0
PRC-220	Moss Prepare & Submit Subcontract Award - Electrical	10	10	03-Apr-24	16-Apr-24	0
PRC-230	Receive FP&L Ground Fault Current Letter (By EOR)	25	25	03-Apr-24	07-May-24	10
PRC-290	City Review & Approve Award - Electrical	5	5	17-Apr-24	23-Apr-24	0
PRC-300	Moss Prepare and Issue Subcontract - Electrical	10	10	17-Apr-24	30-Apr-24	0
PRC-370	Subcontractor Sign Subcontract - Electrical	5	5	01-May-24	07-May-24	0
PRC-375	Subcontractor Prepare Shop Drwgs / Submittals - Electrical	10	10	08-May-24	21-May-24	0
PRC-400	Moss Review and Submit Shop Drwgs / Submittals - Electrical	10	10	22-May-24	06-Jun-24	0



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
PRECAST ARCH CONC (23 WEEKS), & PRECAST SOFFIT BEAMS JOIST (10 WEEKS)

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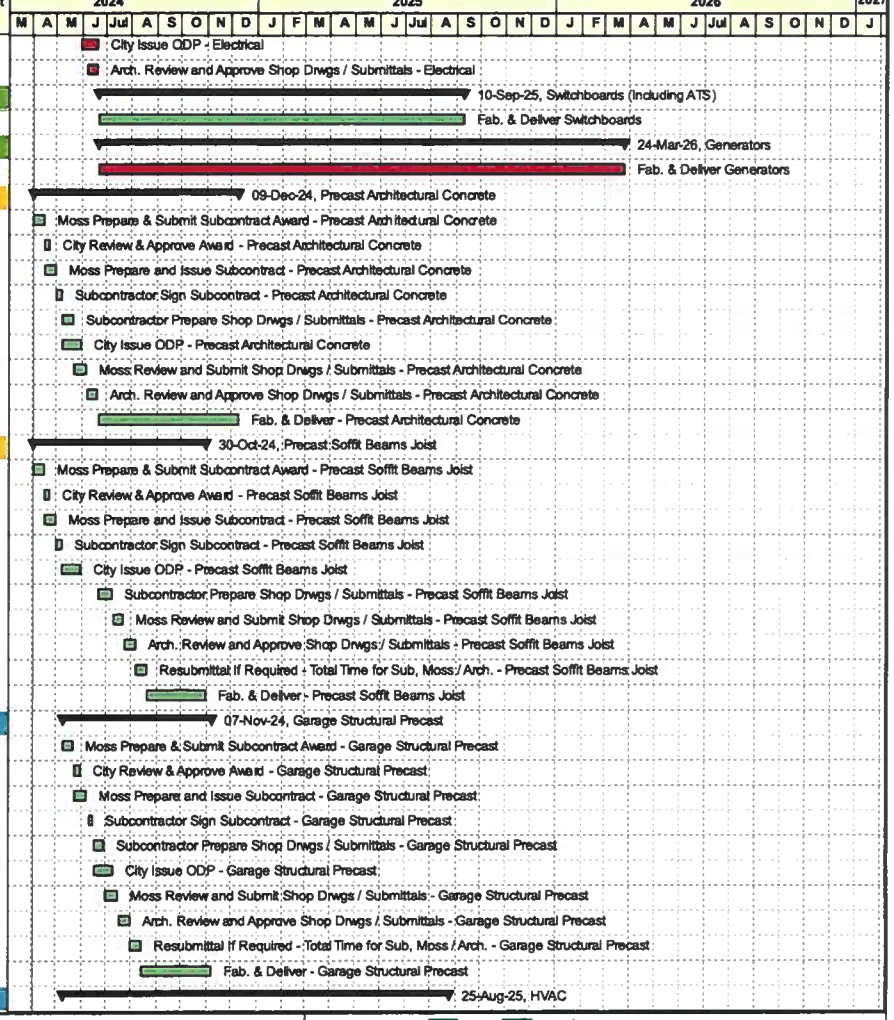
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
PRC-371	City Issue ODP - Electrical	15	15	31-May-24	20-Jun-24	0
PRC-440	Arch. Review and Approve Shop Drwgs / Submittals - Electrical	10	10	07-Jun-24	20-Jun-24	0
Switchboards (Including ATS)		**300**	**300**	**21-Jun-24**	**10-Sep-25**	**49**
PRC-480	Fab. & Deliver Switchboards	300	300	21-Jun-24	10-Sep-25	49
Generators		**430**	**430**	**21-Jun-24**	**24-Mar-26**	**0**
PRC-470	Fab. & Deliver Generators	430	430	21-Jun-24	24-Mar-26	0
Precast Architectural Concrete		**170**	**170**	**03-Apr-24**	**09-Dec-24**	**95**
PRC-151	Moss Prepare & Submit Subcontract Award - Precast Architectural Concrete	10	10	03-Apr-24	16-Apr-24	58
PRC-152	City Review & Approve Award - Precast Architectural Concrete	5	5	17-Apr-24	23-Apr-24	58
PRC-153	Moss Prepare and Issue Subcontract - Precast Architectural Concrete	10	10	17-Apr-24	30-Apr-24	58
PRC-154	Subcontractor Sign Subcontract - Precast Architectural Concrete	5	5	01-May-24	07-May-24	58
PRC-160	Subcontractor Prepare Shop Drwgs / Submittals - Precast Architectural Concrete	10	10	08-May-24	21-May-24	58
PRC-155	City Issue ODP - Precast Architectural Concrete	15	15	08-May-24	30-May-24	110
PRC-200	Moss Review and Submit Shop Drwgs / Submittals - Precast Architectural Concrete	10	10	22-May-24	06-Jun-24	58
PRC-260	Arch. Review and Approve Shop Drwgs / Submittals - Precast Architectural Concrete	10	10	07-Jun-24	20-Jun-24	58
PRC-340	Fab. & Deliver - Precast Architectural Concrete	115	115	21-Jun-24	09-Dec-24	95
Precast Soffit Beams Joist		**145**	**145**	**03-Apr-24**	**30-Oct-24**	**58**
PRC-411	Moss Prepare & Submit Subcontract Award - Precast Soffit Beams Joist	10	10	03-Apr-24	16-Apr-24	88
PRC-412	City Review & Approve Award - Precast Soffit Beams Joist	5	5	17-Apr-24	23-Apr-24	88
PRC-413	Moss Prepare and Issue Subcontract - Precast Soffit Beams Joist	10	10	17-Apr-24	30-Apr-24	88
PRC-414	Subcontractor Sign Subcontract - Precast Soffit Beams Joist	5	5	01-May-24	07-May-24	88
PRC-415	City Issue ODP - Precast Soffit Beams Joist	15	15	08-May-24	30-May-24	113
PRC-420	Subcontractor Prepare Shop Drwgs / Submittals - Precast Soffit Beams Joist	10	10	21-Jun-24	08-Jul-24	58
PRC-450	Moss Review and Submit Shop Drwgs / Submittals - Precast Soffit Beams Joist	10	10	09-Jul-24	22-Jul-24	58
PRC-490	Arch. Review and Approve Shop Drwgs / Submittals - Precast Soffit Beams Joist	10	10	23-Jul-24	05-Aug-24	58
PRC-510	Resubmittal If Required - Total Time for Sub, Moss / Arch. - Precast Soffit Beams Joi	10	10	06-Aug-24	19-Aug-24	58
PRC-520	Fab. & Deliver - Precast Soffit Beams Joist	50	50	20-Aug-24	30-Oct-24	58
Garage Structural Precast		**125**	**125**	**09-May-24**	**07-Nov-24**	**179**
PRC-181	Moss Prepare & Submit Subcontract Award - Garage Structural Precast	10	10	09-May-24	22-May-24	179
PRC-182	City Review & Approve Award - Garage Structural Precast	5	5	23-May-24	31-May-24	179
PRC-183	Moss Prepare and Issue Subcontract - Garage Structural Precast	10	10	23-May-24	07-Jun-24	179
PRC-184	Subcontractor Sign Subcontract - Garage Structural Precast	5	5	10-Jun-24	14-Jun-24	179
PRC-190	Subcontractor Prepare Shop Drwgs / Submittals - Garage Structural Precast	10	10	17-Jun-24	28-Jun-24	179
PRC-185	City Issue ODP - Garage Structural Precast	15	15	17-Jun-24	09-Jul-24	204
PRC-210	Moss Review and Submit Shop Drwgs / Submittals - Garage Structural Precast	10	10	01-Jul-24	16-Jul-24	179
PRC-280	Arch. Review and Approve Shop Drwgs / Submittals - Garage Structural Precast	10	10	17-Jul-24	30-Jul-24	179
PRC-360	Resubmittal If Required - Total Time for Sub, Moss / Arch. - Garage Structural Precas	10	10	31-Jul-24	13-Aug-24	179
PRC-460	Fab. & Deliver - Garage Structural Precast	60	60	14-Aug-24	07-Nov-24	179
HVAC		**319**	**319**	**09-May-24**	**25-Aug-25**	**69**



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
PRECAST ARCH CONC (23 WEEKS), & PRECAST SOFFIT BEAMS JOIST (10 WEEKS)

MOSS

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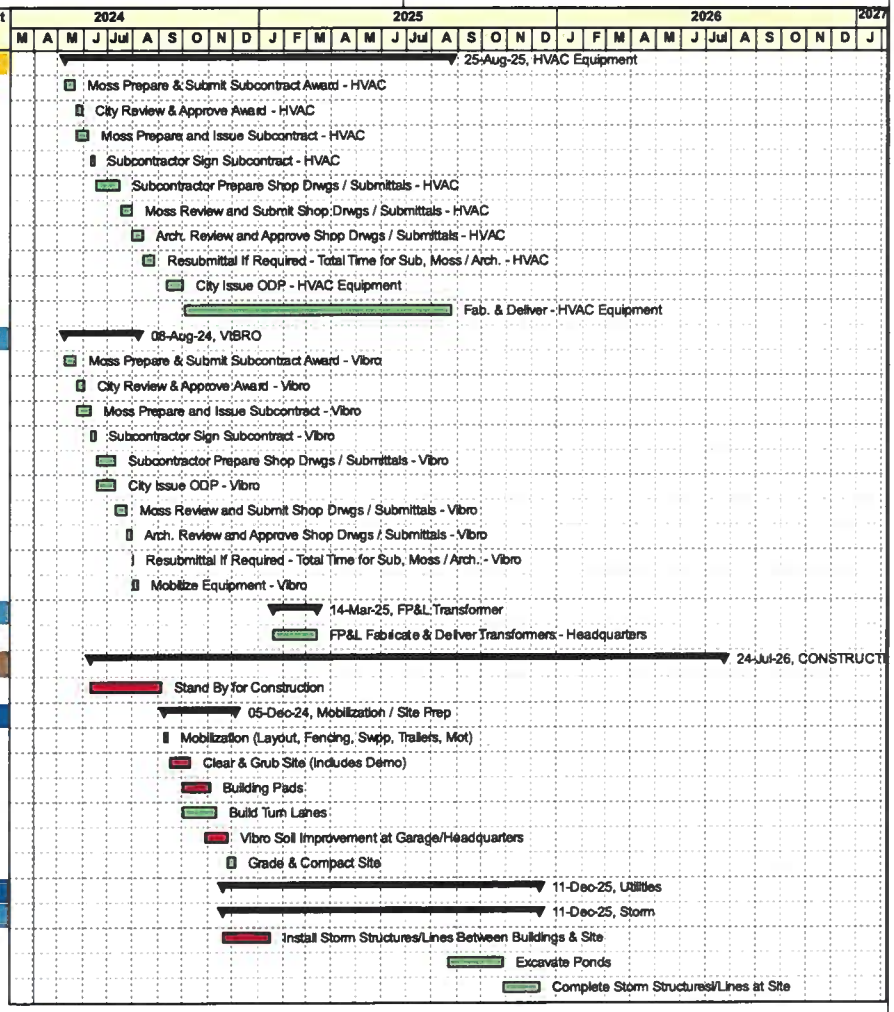
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
HVAC Equipment		319	319	09-May-24	25-Aug-25	69
PRC-161	Moss Prepare & Submit Subcontract Award - HVAC	10	10	09-May-24	22-May-24	93
PRC-162	City Review & Approve Award - HVAC	5	5	23-May-24	31-May-24	93
PRC-163	Moss Prepare and Issue Subcontract - HVAC	10	10	23-May-24	07-Jun-24	93
PRC-164	Subcontractor Sign Subcontract - HVAC	5	5	10-Jun-24	14-Jun-24	93
PRC-170	Subcontractor Prepare Shop Drwgs / Submittals - HVAC	20	20	17-Jun-24	16-Jul-24	93
PRC-270	Moss Review and Submit Shop Drwgs / Submittals - HVAC	10	10	17-Jul-24	30-Jul-24	93
PRC-350	Arch. Review and Approve Shop Drwgs / Submittals - HVAC	10	10	31-Jul-24	13-Aug-24	93
PRC-430	Resubmittal If Required - Total Time for Sub, Moss / Arch. - HVAC	10	10	14-Aug-24	27-Aug-24	93
PRC-165	City Issue ODP - HVAC Equipment	15	15	12-Sep-24	02-Oct-24	69
PRC-500	Fab. & Deliver - HVAC Equipment	220	220	03-Oct-24	25-Aug-25	69
VIBRO		61	61	10-May-24	08-Aug-24	55
PRC-171	Moss Prepare & Submit Subcontract Award - Vibro	10	10	10-May-24	23-May-24	55
PRC-172	City Review & Approve Award - Vibro	5	5	24-May-24	03-Jun-24	55
PRC-173	Moss Prepare and Issue Subcontract - Vibro	10	10	24-May-24	10-Jun-24	55
PRC-174	Subcontractor Sign Subcontract - Vibro	5	5	11-Jun-24	17-Jun-24	55
PRC-180	Subcontractor Prepare Shop Drwgs / Submittals - Vibro	15	15	18-Jun-24	10-Jul-24	55
PRC-1520	City Issue ODP - Vibro	15	15	18-Jun-24	10-Jul-24	71
PRC-250	Moss Review and Submit Shop Drwgs / Submittals - Vibro	10	10	11-Jul-24	24-Jul-24	55
PRC-330	Arch. Review and Approve Shop Drwgs / Submittals - Vibro	5	5	25-Jul-24	31-Jul-24	55
PRC-390	Resubmittal If Required - Total Time for Sub, Moss / Arch. - Vibro	1	1	01-Aug-24	01-Aug-24	55
PRC-410	Mobilize Equipment - Vibro	5	5	02-Aug-24	08-Aug-24	55
FP&L Transformer		40	40	20-Jan-25	14-Mar-25	186
MEPF-290	FP&L Fabricate & Deliver Transformers - Headquarters	40	40	20-Jan-25	14-Mar-25	186
CONSTRUCTION		524	524	10-Jun-24	24-Jul-26	0
CN-100	Stand By for Construction	63	63	10-Jun-24	06-Sep-24	0
Mobilization / Site Prep		61	61	09-Sep-24	05-Dec-24	267
SP-100	Mobilization (Layout, Fencing, Swpp, Trailers, Mot)	5	5	09-Sep-24	13-Sep-24	0
SP-110	Clear & Grub Site (Includes Demo)	20	20	16-Sep-24	11-Oct-24	0
SP-120	Building Pads	25	25	01-Oct-24	04-Nov-24	0
SP-1140	Build Turn Lanes	30	30	01-Oct-24	11-Nov-24	282
SP-130	Vibro Soil Improvement at Garage/Headquarters	20	20	29-Oct-24	25-Nov-24	0
SP-140	Grade & Compact Site	5	5	26-Nov-24	05-Dec-24	5
Utilities		260	260	19-Nov-24	11-Dec-25	26
Storm		260	260	19-Nov-24	11-Dec-25	17
UTE-110	Install Storm Structures/Lines Between Buildings & Site	35	35	19-Nov-24	17-Jan-25	0
UTE-100	Excavate Ponds	45	45	22-Aug-25	27-Oct-25	17
UTE-120	Complete Storm Structures/Lines at Site	30	30	28-Oct-25	11-Dec-25	17



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EARLY RELEASE SCENARIO #1:
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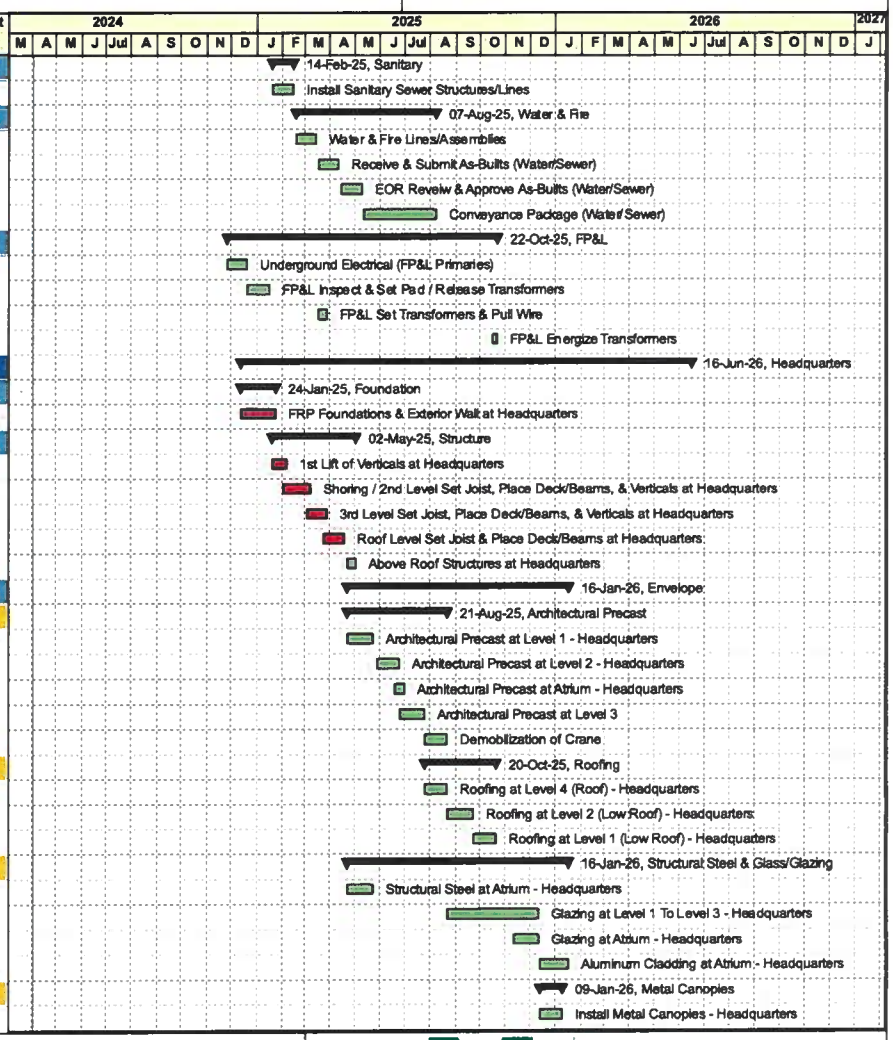
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
Sanitary		20	20	20-Jan-25	14-Feb-25	111
UTE-130	Install Sanitary Sewer Structures/Lines	20	20	20-Jan-25	14-Feb-25	111
Water & Fire		120	120	17-Feb-25	07-Aug-25	111
UTE-140	Water & Fire Lines/Assemblies	20	20	17-Feb-25	14-Mar-25	111
UTE-150	Receive & Submit As-Builts (Water/Sewer)	20	20	17-Mar-25	11-Apr-25	111
UTE-160	EOR Reveiw & Approve As-Builts (Water/Sewer)	20	20	14-Apr-25	09-May-25	111
UTE-170	Conveyance Package (Water/Sewer)	60	60	12-May-25	07-Aug-25	111
FP&L		222	222	26-Nov-24	22-Oct-25	49
MEPF-260	Underground Electrical (FP&L Primaries)	15	15	26-Nov-24	19-Dec-24	186
MEPF-270	FP&L Inspect & Set Pad / Release Transformers	15	15	20-Dec-24	17-Jan-25	186
MEPF-300	FP&L Set Transformers & Pull Wire	10	10	17-Mar-25	28-Mar-25	186
MEPF-320	FP&L Energize Transformers	5	5	16-Oct-25	22-Oct-25	49
Headquarters		370	370	13-Dec-24	16-Jun-26	2
Foundation		25	25	13-Dec-24	24-Jan-25	0
FND-100	FRP Foundations & Exterior Wall at Headquarters	25	25	13-Dec-24	24-Jan-25	0
Structure		75	75	20-Jan-25	02-May-25	52
STR-100	1st Lift of Verticals at Headquarters	15	15	20-Jan-25	07-Feb-25	0
STR-110	Shoring / 2nd Level Set Joist, Place Deck/Beams, & Verticals at Headquarters	25	25	03-Feb-25	07-Mar-25	0
STR-120	3rd Level Set Joist, Place Deck/Beams, & Verticals at Headquarters	20	20	03-Mar-25	28-Mar-25	0
STR-140	Roof Level Set Joist & Place Deck/Beams at Headquarters	20	20	24-Mar-25	18-Apr-25	0
STR-190	Above Roof Structures at Headquarters	10	10	21-Apr-25	02-May-25	52
Envelope		180	180	21-Apr-25	16-Jan-26	7
Architectural Precast		85	85	21-Apr-25	21-Aug-25	17
BE-100	Architectural Precast at Level 1 - Headquarters	25	25	21-Apr-25	23-May-25	7
BE-110	Architectural Precast at Level 2 - Headquarters	20	20	28-May-25	24-Jun-25	7
BE-125	Architectural Precast at Atrium - Headquarters	10	10	18-Jun-25	01-Jul-25	22
BE-120	Architectural Precast at Level 3	20	20	25-Jun-25	24-Jul-25	7
BE-190	Demobilization of Crane	20	20	25-Jul-25	21-Aug-25	17
Roofing		60	60	25-Jul-25	20-Oct-25	27
BE-130	Roofing at Level 4 (Roof) - Headquarters	20	20	25-Jul-25	21-Aug-25	7
BE-140	Roofing at Level 2 (Low Roof) - Headquarters	20	20	22-Aug-25	22-Sep-25	27
BE-150	Roofing at Level 1 (Low Roof) - Headquarters	20	20	23-Sep-25	20-Oct-25	27
Structural Steel & Glass/Glazing		180	180	21-Apr-25	16-Jan-26	7
BE-155	Structural Steel at Atrium - Headquarters	25	25	21-Apr-25	23-May-25	22
BE-160	Glazing at Level 1 To Level 3 - Headquarters	75	75	22-Aug-25	11-Dec-25	7
BE-170	Glazing at Atrium - Headquarters	20	20	11-Nov-25	11-Dec-25	7
BE-180	Aluminum Cladding at Atrium - Headquarters	20	20	12-Dec-25	16-Jan-26	7
Metal Canopies		15	15	12-Dec-25	09-Jan-26	12
BE-200	Install Metal Canopies - Headquarters	15	15	12-Dec-25	09-Jan-26	12



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
PRECAST ARCH CONC (23 WEEKS), & PRECAST SOFFIT BEAMS JOIST (10 WEEKS)

MOSS

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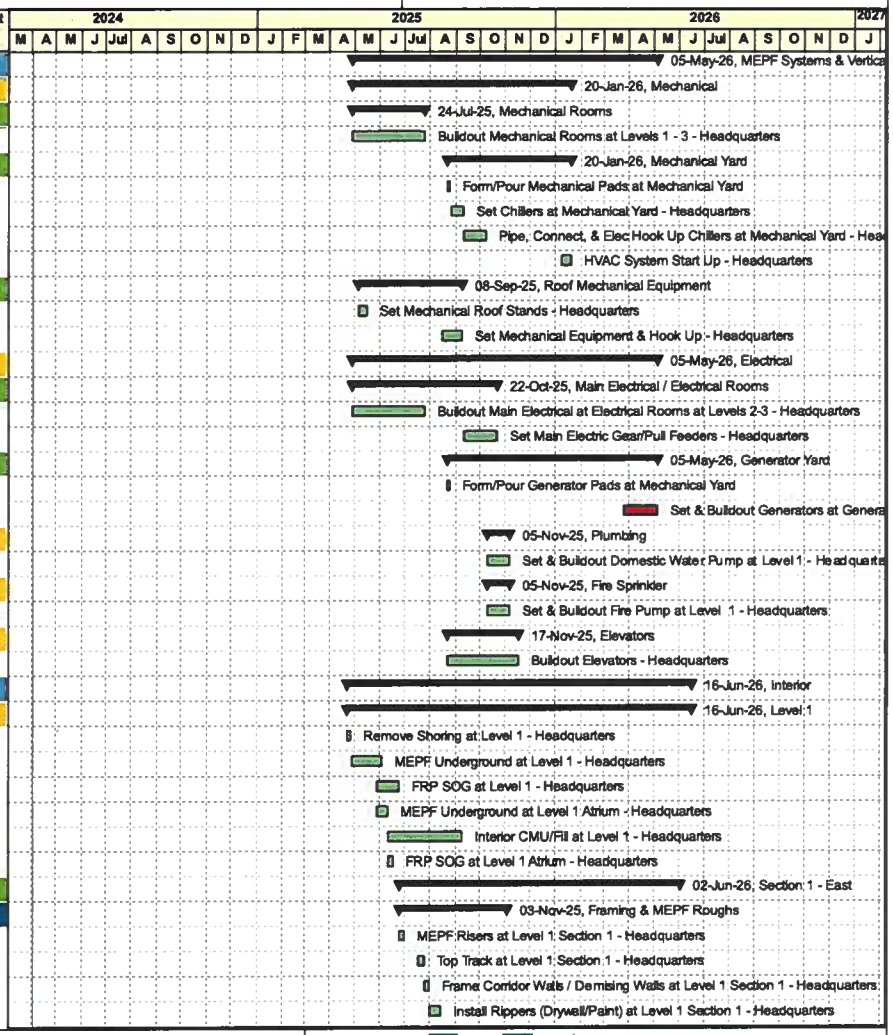
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
MEPF Systems & Vertical Transportation		252	252	28-Apr-25	05-May-26	0
Mechanical		177	177	28-Apr-25	20-Jan-26	14
Mechanical Rooms		60	60	28-Apr-25	24-Jul-25	101
MEPF-280	Buildout Mechanical Rooms at Levels 1 - 3 - Headquarters	60	60	28-Apr-25	24-Jul-25	101
Mechanical Yard		97	97	22-Aug-25	20-Jan-26	14
MEPF-147	Form/Pour Mechanical Pads at Mechanical Yard	2	2	22-Aug-25	25-Aug-25	69
MEPF-148	Set Chillers at Mechanical Yard - Headquarters	10	10	26-Aug-25	10-Sep-25	69
MEPF-149	Pipe, Connect, & Elec Hook Up Chillers at Mechanical Yard - Headquarters	20	20	11-Sep-25	08-Oct-25	69
MEPF-150	HVAC System Start Up - Headquarters	10	10	07-Jan-26	20-Jan-26	14
Roof Mechanical Equipment		85	85	05-May-25	08-Sep-25	91
MEPF-240	Set Mechanical Roof Stands - Headquarters	10	10	05-May-25	16-May-25	52
MEPF-250	Set Mechanical Equipment & Hook Up - Headquarters	15	15	15-Aug-25	08-Sep-25	91
Electrical		252	252	28-Apr-25	05-May-26	0
Main Electrical / Electrical Rooms		122	122	28-Apr-25	22-Oct-25	49
MEPF-140	Buildout Main Electrical at Electrical Rooms at Levels 2-3 - Headquarters	60	60	28-Apr-25	24-Jul-25	81
MEPF-160	Set Main Electric Gear/Pull Feeders - Headquarters	30	30	11-Sep-25	22-Oct-25	49
Generator Yard		172	172	22-Aug-25	05-May-26	0
MEPF-310	Form/Pour Generator Pads at Mechanical Yard	2	2	22-Aug-25	25-Aug-25	141
MEPF-200	Set & Buildout Generators at Generator Yard - Headquarters	30	30	25-Mar-26	05-May-26	0
Plumbing		20	20	09-Oct-25	05-Nov-25	91
MEPF-180	Set & Buildout Domestic Water Pump at Level 1 - Headquarters	20	20	09-Oct-25	05-Nov-25	91
Fire Sprinkler		20	20	09-Oct-25	05-Nov-25	91
MEPF-190	Set & Buildout Fire Pump at Level 1 - Headquarters	20	20	09-Oct-25	05-Nov-25	91
Elevators		60	60	22-Aug-25	17-Nov-25	53
MEPF-130	Buildout Elevators - Headquarters	60	60	22-Aug-25	17-Nov-25	53
Interior		285	285	21-Apr-25	16-Jun-26	0
Level 1		285	285	21-Apr-25	16-Jun-26	0
L1-100	Remove Shoring at Level 1 - Headquarters	5	5	21-Apr-25	25-Apr-25	10
L1-110	MEPF Underground at Level 1 - Headquarters	25	25	28-Apr-25	03-Jun-25	10
L1-120	FRP SOG at Level 1 - Headquarters	20	20	28-May-25	24-Jun-25	10
L1-125	MEPF Underground at Level 1 Atrium - Headquarters	10	10	28-May-25	10-Jun-25	22
L1-130	Interior CMU/Fill at Level 1 - Headquarters	60	60	11-Jun-25	08-Sep-25	10
L1-135	FRP SOG at Level 1 Atrium - Headquarters	5	5	11-Jun-25	17-Jun-25	22
Section 1 - East		230	230	25-Jun-25	02-Jun-26	0
Framing & MEPF Roughs		90	90	25-Jun-25	03-Nov-25	16
L1-RI-100	MEPF Risers at Level 1 Section 1 - Headquarters	5	5	25-Jun-25	01-Jul-25	95
L1-RI-110	Top Track at Level 1 Section 1 - Headquarters	5	5	18-Jul-25	24-Jul-25	20
L1-RI-120	Frame Corridor Walls / Demising Walls at Level 1 Section 1 - Headquarters	5	5	25-Jul-25	31-Jul-25	30
L1-RI-130	Install Rippers (Drywall/Paint) at Level 1 Section 1 - Headquarters	10	10	01-Aug-25	14-Aug-25	30



Remaining Level of Effort
Actual Level of Effort
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Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
PRECAST ARCH CONC (23 WEEKS), & PRECAST SOFFIT BEAMS JOIST (10 WEEKS)

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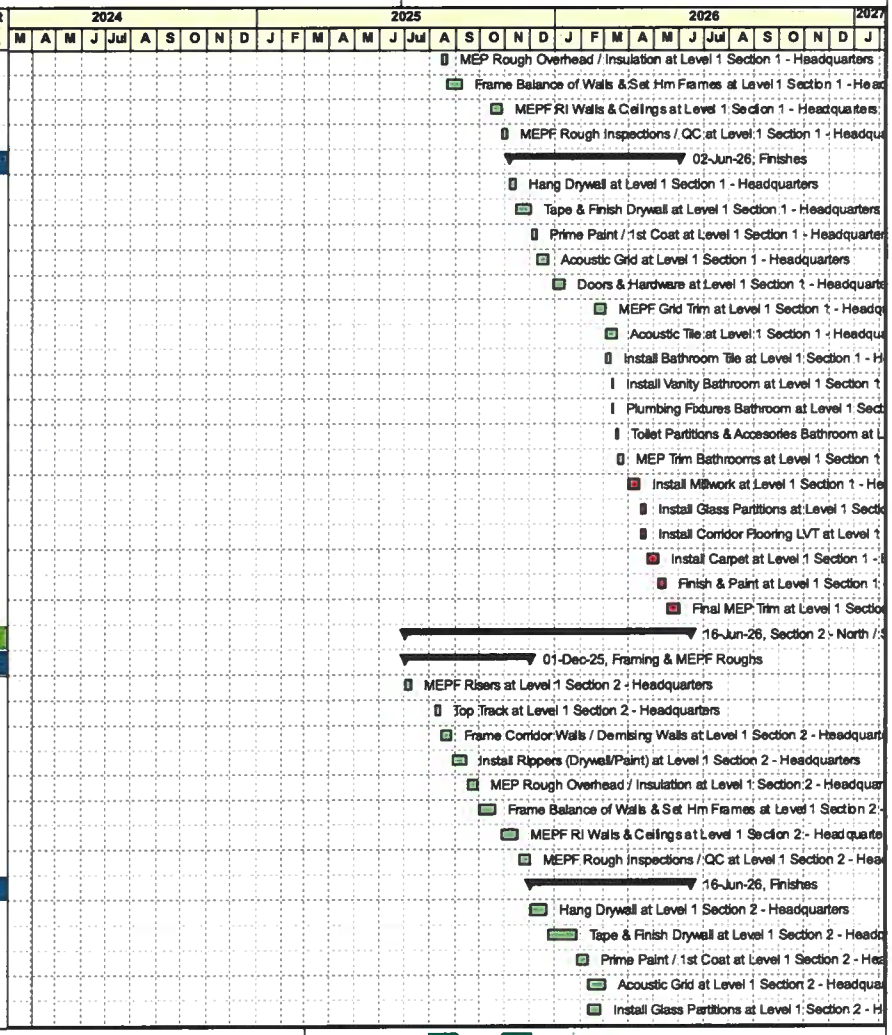
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
L1-RI-140	MEP Rough Overhead / Insulation at Level 1 Section 1 - Headquarters	5	5	15-Aug-25	21-Aug-25	30
L1-RI-150	Frame Balance of Walls & Set Hm Frames at Level 1 Section 1 - Headquarters	10	10	22-Aug-25	08-Sep-25	30
L1-RI-160	MEPF RI Walls & Ceilings at Level 1 Section 1 - Headquarters	10	10	14-Oct-25	27-Oct-25	5
L1-RI-170	MEPF Rough Inspections / QC at Level 1 Section 1 - Headquarters	5	5	28-Oct-25	03-Nov-25	16
Finishes		138	138	06-Nov-25	02-Jun-26	0
L1-FN-100	Hang Drywall at Level 1 Section 1 - Headquarters	6	6	06-Nov-25	13-Nov-25	14
L1-FN-110	Tape & Finish Drywall at Level 1 Section 1 - Headquarters	10	10	14-Nov-25	02-Dec-25	34
L1-FN-120	Prime Paint / 1st Coat at Level 1 Section 1 - Headquarters	5	5	03-Dec-25	09-Dec-25	34
L1-FN-130	Acoustic Grid at Level 1 Section 1 - Headquarters	10	10	10-Dec-25	23-Dec-25	34
L1-FN-230	Doors & Hardware at Level 1 Section 1 - Headquarters	7	7	30-Dec-25	12-Jan-26	45
L1-FN-140	MEPF Grid Trim at Level 1 Section 1 - Headquarters	10	10	18-Feb-26	03-Mar-26	5
L1-FN-200	Acoustic Tile at Level 1 Section 1 - Headquarters	10	10	04-Mar-26	17-Mar-26	5
L1-FN-150	Install Bathroom Tile at Level 1 Section 1 - Headquarters	5	5	04-Mar-26	10-Mar-26	30
L1-FN-160	Install Vanity Bathroom at Level 1 Section 1 - Headquarters	2	2	11-Mar-26	12-Mar-26	31
L1-FN-170	Plumbing Fixtures Bathroom at Level 1 Section 1 - Headquarters	3	3	11-Mar-26	13-Mar-26	30
L1-FN-180	Toilet Partitions & Accesories Bathroom at Level 1 Section 1 - Headquarters	3	3	16-Mar-26	18-Mar-26	30
L1-FN-190	MEP Trim Bathrooms at Level 1 Section 1 - Headquarters	5	5	19-Mar-26	25-Mar-26	30
L1-FN-210	Install Millwork at Level 1 Section 1 - Headquarters	10	10	01-Apr-26	14-Apr-26	0
L1-FN-220	Install Glass Partitions at Level 1 Section 1 - Headquarters	6	6	15-Apr-26	22-Apr-26	0
L1-FN-240	Install Corridor Flooring LVT at Level 1 Section 1 - Headquarters	6	6	15-Apr-26	22-Apr-26	0
L1-FN-250	Install Carpet at Level 1 Section 1 - Headquarters	10	10	23-Apr-26	06-May-26	0
L1-FN-260	Finish & Paint at Level 1 Section 1 - Headquarters	7	7	07-May-26	15-May-26	0
L1-FN-270	Final MEP Trim at Level 1 Section 1 - Headquarters	10	10	18-May-26	02-Jun-26	0
Section 2 - North / South		235	235	02-Jul-25	16-Jun-26	0
Framing & MEPF Roughs		102	102	02-Jul-25	01-Dec-25	5
L1-RI-180	MEPF Risers at Level 1 Section 2 - Headquarters	5	5	02-Jul-25	10-Jul-25	95
L1-RI-190	Top Track at Level 1 Section 2 - Headquarters	5	5	08-Aug-25	14-Aug-25	10
L1-RI-200	Frame Corridor Walls / Demising Walls at Level 1 Section 2 - Headquarters	10	10	15-Aug-25	28-Aug-25	10
L1-RI-210	Install Rippers (Drywall/Paint) at Level 1 Section 2 - Headquarters	10	10	29-Aug-25	15-Sep-25	10
L1-RI-220	MEP Rough Overhead / Insulation at Level 1 Section 2 - Headquarters	10	10	16-Sep-25	29-Sep-25	10
L1-RI-230	Frame Balance of Walls & Set Hm Frames at Level 1 Section 2 - Headquarters	15	15	30-Sep-25	20-Oct-25	10
L1-RI-240	MEPF RI Walls & Ceilings at Level 1 Section 2 - Headquarters	15	15	28-Oct-25	17-Nov-25	5
L1-RI-250	MEPF Rough Inspections / QC at Level 1 Section 2 - Headquarters	7	7	18-Nov-25	01-Dec-25	5
Finishes		133	133	02-Dec-25	16-Jun-26	0
L1-FN-290	Hang Drywall at Level 1 Section 2 - Headquarters	15	15	02-Dec-25	22-Dec-25	5
L1-FN-300	Tape & Finish Drywall at Level 1 Section 2 - Headquarters	20	20	23-Dec-25	27-Jan-26	5
L1-FN-310	Prime Paint / 1st Coat at Level 1 Section 2 - Headquarters	10	10	28-Jan-26	10-Feb-26	5
L1-FN-320	Acoustic Grid at Level 1 Section 2 - Headquarters	15	15	11-Feb-26	03-Mar-26	5
L1-FN-420	Install Glass Partitions at Level 1 Section 2 - Headquarters	12	12	11-Feb-26	26-Feb-26	53



Remaining Level of Effort
Actual Level of Effort
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Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
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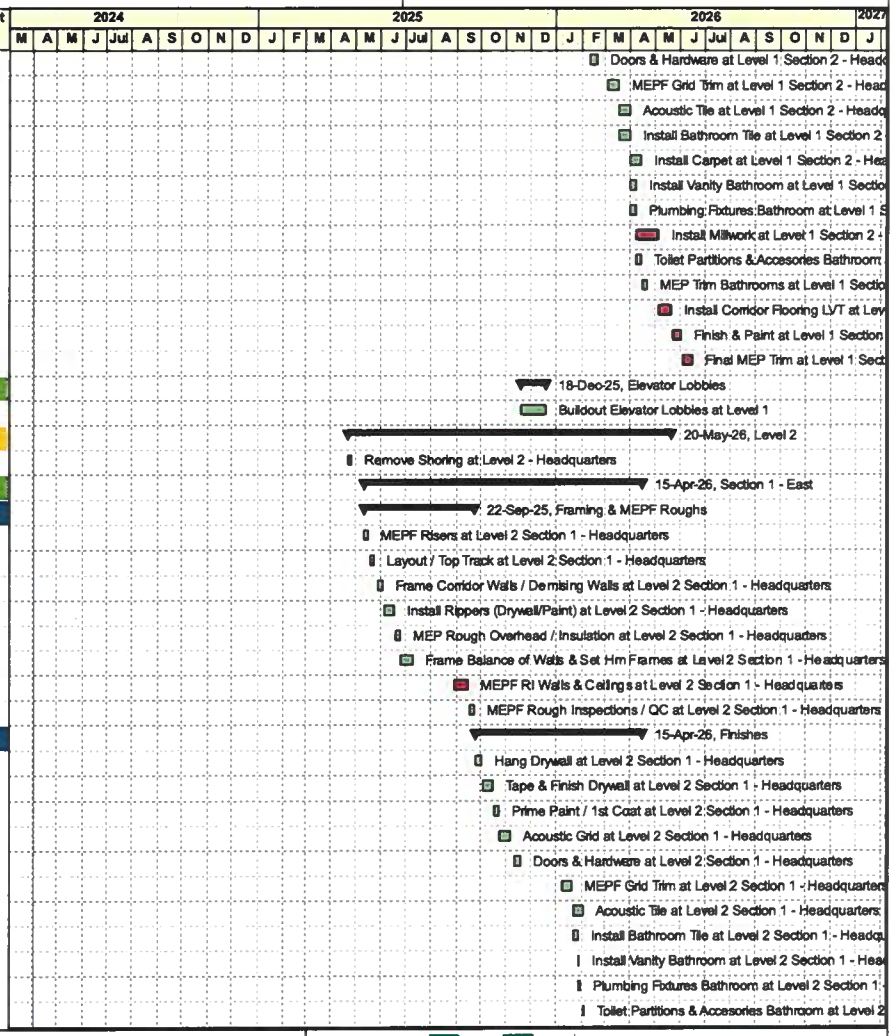
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
L1-FN-330	Doors & Hardware at Level 1 Section 2 - Headquarters	7	7	11-Feb-26	19-Feb-26	24
L1-FN-340	MEPF Grid Trim at Level 1 Section 2 - Headquarters	10	10	04-Mar-26	17-Mar-26	5
L1-FN-350	Acoustic Tile at Level 1 Section 2 - Headquarters	10	10	18-Mar-26	31-Mar-26	5
L1-FN-360	Install Bathroom Tile at Level 1 Section 2 - Headquarters	10	10	18-Mar-26	31-Mar-26	22
L1-FN-440	Install Carpet at Level 1 Section 2 - Headquarters	10	10	01-Apr-26	14-Apr-26	30
L1-FN-370	Install Vanity Bathroom at Level 1 Section 2 - Headquarters	5	5	01-Apr-26	07-Apr-26	22
L1-FN-380	Plumbing Fixtures Bathroom at Level 1 Section 2 - Headquarters	5	5	01-Apr-26	07-Apr-26	22
L1-FN-390	Install Millwork at Level 1 Section 2 - Headquarters	20	20	08-Apr-26	05-May-26	0
L1-FN-400	Toilet Partitions & Accesories Bathroom at Level 1 Section 2 - Headquarters	5	5	08-Apr-26	14-Apr-26	22
L1-FN-410	MEP Trim Bathrooms at Level 1 Section 2 - Headquarters	5	5	15-Apr-26	21-Apr-26	22
L1-FN-430	Install Corridor Flooring LVT at Level 1 Section 2 - Headquarters	12	12	06-May-26	21-May-26	0
L1-FN-450	Finish & Paint at Level 1 Section 2 - Headquarters	6	6	22-May-26	02-Jun-26	0
L1-FN-460	Final MEP Trim at Level 1 Section 2 - Headquarters	10	10	03-Jun-26	16-Jun-26	0
Elevator Lobbies		20	20	18-Nov-25	18-Dec-25	53
EL-100	Buildout Elevator Lobbies at Level 1	20	20	18-Nov-25	18-Dec-25	53
Level 2		268	268	21-Apr-25	20-May-26	2
L2-100	Remove Shoring at Level 2 - Headquarters	5	5	21-Apr-25	25-Apr-25	30
Section 1 - East		228	228	12-May-25	15-Apr-26	14
Framing & MEPF Roughs		90	90	12-May-25	22-Sep-25	14
L2-RI-100	MEPF Risers at Level 2 Section 1 - Headquarters	5	5	12-May-25	16-May-25	94
L2-RI-110	Layout / Top Track at Level 2 Section 1 - Headquarters	5	5	19-May-25	23-May-25	15
L2-RI-120	Frame Corridor Walls / Demising Walls at Level 2 Section 1 - Headquarters	5	5	28-May-25	03-Jun-25	35
L2-RI-130	Install Rippers (Drywall/Paint) at Level 2 Section 1 - Headquarters	10	10	04-Jun-25	17-Jun-25	35
L2-RI-140	MEP Rough Overhead / Insulation at Level 2 Section 1 - Headquarters	5	5	18-Jun-25	24-Jun-25	35
L2-RI-150	Frame Balance of Walls & Set Hm Frames at Level2 Section 1 - Headquarters	10	10	25-Jun-25	10-Jul-25	35
L2-RI-160	MEPF RI Walls & Ceilings at Level 2 Section 1 - Headquarters	10	10	29-Aug-25	15-Sep-25	0
L2-RI-170	MEPF Rough Inspections / QC at Level 2 Section 1 - Headquarters	5	5	16-Sep-25	22-Sep-25	14
Finishes		136	136	25-Sep-25	15-Apr-26	14
L2-FN-100	Hang Drywall at Level 2 Section 1 - Headquarters	6	6	25-Sep-25	02-Oct-25	12
L2-FN-110	Tape & Finish Drywall at Level 2 Section 1 - Headquarters	10	10	03-Oct-25	16-Oct-25	44
L2-FN-120	Prime Paint / 1st Coat at Level 2 Section 1 - Headquarters	5	5	17-Oct-25	23-Oct-25	44
L2-FN-130	Acoustic Grid at Level 2 Section 1 - Headquarters	10	10	24-Oct-25	06-Nov-25	44
L2-FN-230	Doors & Hardware at Level 2 Section 1 - Headquarters	7	7	10-Nov-25	18-Nov-25	61
L2-FN-140	MEPF Grid Trim at Level 2 Section 1 - Headquarters	10	10	07-Jan-26	20-Jan-26	10
L2-FN-200	Acoustic Tile at Level 2 Section 1 - Headquarters	10	10	21-Jan-26	03-Feb-26	15
L2-FN-150	Install Bathroom Tile at Level 2 Section 1 - Headquarters	5	5	21-Jan-26	27-Jan-26	42
L2-FN-160	Install Vanity Bathroom at Level 2 Section 1 - Headquarters	2	2	28-Jan-26	29-Jan-26	43
L2-FN-170	Plumbing Fixtures Bathroom at Level 2 Section 1 - Headquarters	3	3	28-Jan-26	30-Jan-26	42
L2-FN-180	Toilet Partitions & Accesories Bathroom at Level 2 Section 1 - Headquarters	3	3	02-Feb-26	04-Feb-26	42



Remaining Level of Effort
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EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
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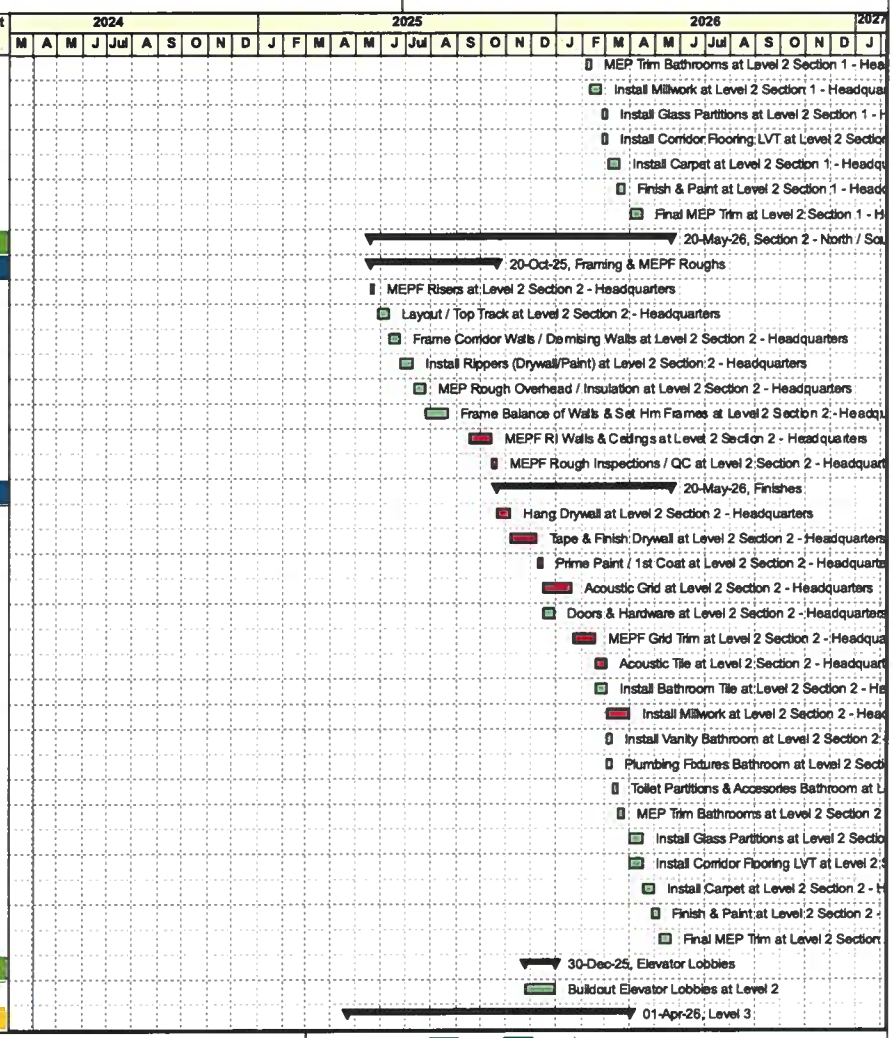
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
L2-FN-190	MEP Trim Bathrooms at Level 2 Section 1 - Headquarters	5	5	05-Feb-26	11-Feb-26	42
L2-FN-210	Install Millwork at Level 2 Section 1 - Headquarters	10	10	11-Feb-26	24-Feb-26	15
L2-FN-220	Install Glass Partitions at Level 2 Section 1 - Headquarters	6	6	25-Feb-26	04-Mar-26	20
L2-FN-240	Install Corridor Flooring LVT at Level 2 Section 1 - Headquarters	6	6	25-Feb-26	04-Mar-26	20
L2-FN-250	Install Carpet at Level 2 Section 1 - Headquarters	10	10	05-Mar-26	18-Mar-26	20
L2-FN-260	Finish & Paint at Level 2 Section 1 - Headquarters	7	7	16-Mar-26	24-Mar-26	20
L2-FN-270	Final MEP Trim at Level 2 Section 1 - Headquarters	10	10	02-Apr-26	15-Apr-26	14
Section 2 - North / South		248	248	19-May-25	20-May-26	2
Framing & MEPF Roughs		105	105	19-May-25	20-Oct-25	0
L2-RI-180	MEPF Risers at Level 2 Section 2 - Headquarters	5	5	19-May-25	23-May-25	95
L2-RI-190	Layout / Top Track at Level 2 Section 2 - Headquarters	10	10	28-May-25	10-Jun-25	15
L2-RI-200	Frame Corridor Walls / Demising Walls at Level 2 Section 2 - Headquarters	10	10	11-Jun-25	24-Jun-25	15
L2-RI-210	Install Rippers (Drywall/Paint) at Level 2 Section 2 - Headquarters	10	10	25-Jun-25	10-Jul-25	15
L2-RI-220	MEP Rough Overhead / Insulation at Level 2 Section 2 - Headquarters	10	10	11-Jul-25	24-Jul-25	15
L2-RI-230	Frame Balance of Walls & Set Hm Frames at Level2 Section 2 - Headquarters	20	20	25-Jul-25	21-Aug-25	15
L2-RI-240	MEPF RI Walls & Ceilings at Level 2 Section 2 - Headquarters	20	20	16-Sep-25	13-Oct-25	0
L2-RI-250	MEPF Rough Inspections / QC at Level 2 Section 2 - Headquarters	5	5	14-Oct-25	20-Oct-25	0
Finishes		143	143	21-Oct-25	20-May-26	2
L2-FN-290	Hang Drywall at Level 2 Section 2 - Headquarters	12	12	21-Oct-25	05-Nov-25	0
L2-FN-300	Tape & Finish Drywall at Level 2 Section 2 - Headquarters	20	20	06-Nov-25	08-Dec-25	0
L2-FN-310	Prime Paint / 1st Coat at Level 2 Section 2 - Headquarters	5	5	09-Dec-25	15-Dec-25	0
L2-FN-320	Acoustic Grid at Level 2 Section 2 - Headquarters	20	20	16-Dec-25	20-Jan-26	0
L2-FN-420	Doors & Hardware at Level 2 Section 2 - Headquarters	7	7	16-Dec-25	29-Dec-25	45
L2-FN-330	MEPF Grid Trim at Level 2 Section 2 - Headquarters	20	20	21-Jan-26	17-Feb-26	0
L2-FN-350	Acoustic Tile at Level 2 Section 2 - Headquarters	10	10	18-Feb-26	03-Mar-26	0
L2-FN-340	Install Bathroom Tile at Level 2 Section 2 - Headquarters	10	10	18-Feb-26	03-Mar-26	26
L2-FN-400	Install Millwork at Level 2 Section 2 - Headquarters	20	20	04-Mar-26	31-Mar-26	0
L2-FN-360	Install Vanity Bathroom at Level 2 Section 2 - Headquarters	5	5	04-Mar-26	10-Mar-26	26
L2-FN-370	Plumbing Fixtures Bathroom at Level 2 Section 2 - Headquarters	5	5	04-Mar-26	10-Mar-26	26
L2-FN-380	Toilet Partitions & Accesories Bathroom at Level 2 Section 2 - Headquarters	5	5	11-Mar-26	17-Mar-26	26
L2-FN-390	MEP Trim Bathrooms at Level 2 Section 2 - Headquarters	5	5	18-Mar-26	24-Mar-26	26
L2-FN-410	Install Glass Partitions at Level 2 Section 2 - Headquarters	12	12	01-Apr-26	16-Apr-26	2
L2-FN-430	Install Corridor Flooring LVT at Level 2 Section 2 - Headquarters	12	12	01-Apr-26	16-Apr-26	2
L2-FN-440	Install Carpet at Level 2 Section 2 - Headquarters	10	10	17-Apr-26	30-Apr-26	2
L2-FN-450	Finish & Paint at Level 2 Section 2 - Headquarters	7	7	28-Apr-26	06-May-26	2
L2-FN-460	Final MEP Trim at Level 2 Section 2 - Headquarters	10	10	07-May-26	20-May-26	2
Elevator Lobbies		20	20	25-Nov-25	30-Dec-25	53
EL-110	Buildout Elevator Lobbies at Level 2	20	20	25-Nov-25	30-Dec-25	53
Level 3		233	233	21-Apr-25	01-Apr-26	14



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EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
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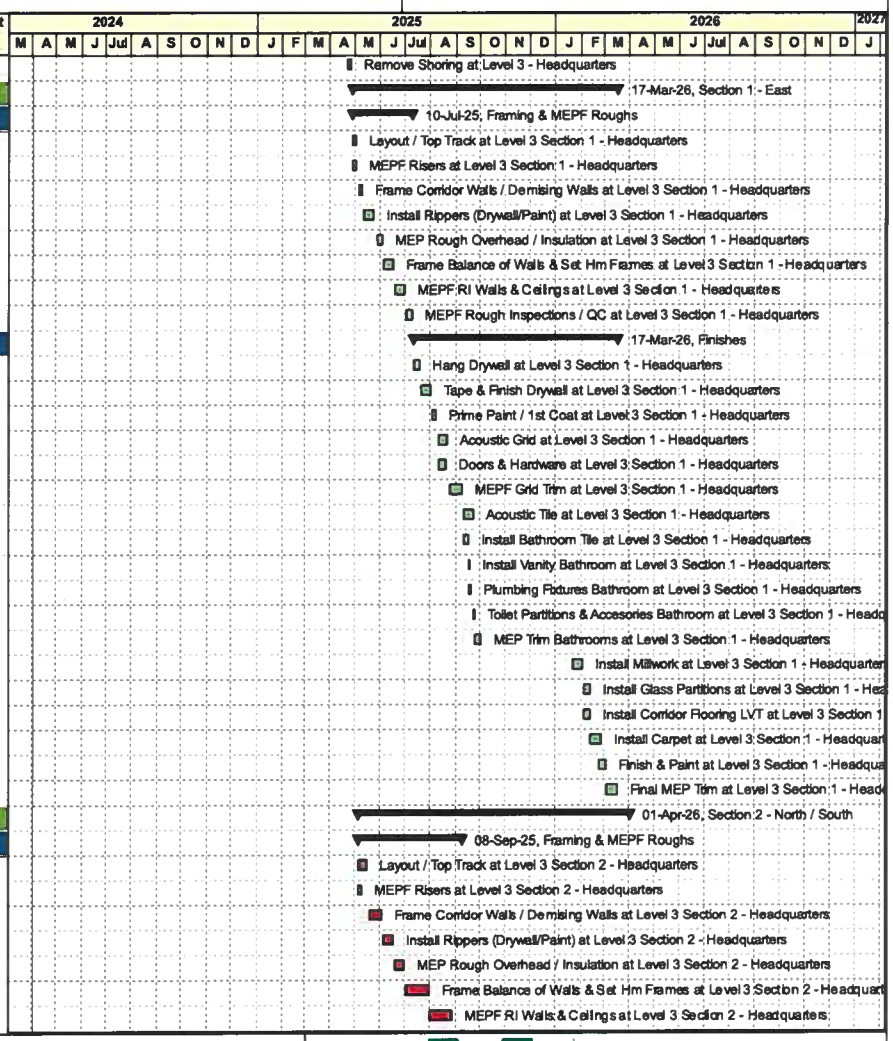
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
L3-100	Remove Shoring at Level 3 - Headquarters	5	5	21-Apr-25	25-Apr-25	0
Section 1 - East		217	217	28-Apr-25	17-Mar-26	15
Framing & MEPF Roughs		50	50	28-Apr-25	10-Jul-25	44
L3-RI-100	Layout / Top Track at Level 3 Section 1 - Headquarters	5	5	28-Apr-25	02-May-25	0
L3-RI-110	MEPF Risers at Level 3 Section 1 - Headquarters	5	5	28-Apr-25	02-May-25	84
L3-RI-120	Frame Corridor Walls / Demising Walls at Level 3 Section 1 - Headquarters	5	5	05-May-25	09-May-25	44
L3-RI-130	Install Rippers (Drywall/Paint) at Level 3 Section 1 - Headquarters	10	10	12-May-25	23-May-25	44
L3-RI-140	MEP Rough Overhead / Insulation at Level 3 Section 1 - Headquarters	5	5	28-May-25	03-Jun-25	44
L3-RI-150	Frame Balance of Walls & Set Hm Frames at Level 3 Section 1 - Headquarters	10	10	04-Jun-25	17-Jun-25	44
L3-RI-160	MEPF RI Walls & Ceilings at Level 3 Section 1 - Headquarters	10	10	18-Jun-25	01-Jul-25	44
L3-RI-170	MEPF Rough Inspections / QC at Level 3 Section 1 - Headquarters	5	5	02-Jul-25	10-Jul-25	44
Finishes		167	167	11-Jul-25	17-Mar-26	15
L3-FN-100	Hang Drywall at Level 3 Section 1 - Headquarters	6	6	11-Jul-25	18-Jul-25	44
L3-FN-110	Tape & Finish Drywall at Level 3 Section 1 - Headquarters	10	10	21-Jul-25	01-Aug-25	66
L3-FN-120	Prime Paint / 1st Coat at Level 3 Section 1 - Headquarters	5	5	04-Aug-25	08-Aug-25	66
L3-FN-130	Acoustic Grid at Level 3 Section 1 - Headquarters	10	10	11-Aug-25	22-Aug-25	66
L3-FN-230	Doors & Hardware at Level 3 Section 1 - Headquarters	7	7	11-Aug-25	19-Aug-25	110
L3-FN-140	MEPF Grid Trim at Level 3 Section 1 - Headquarters	10	10	25-Aug-25	09-Sep-25	66
L3-FN-200	Acoustic Tile at Level 3 Section 1 - Headquarters	10	10	10-Sep-25	23-Sep-25	85
L3-FN-150	Install Bathroom Tile at Level 3 Section 1 - Headquarters	5	5	10-Sep-25	16-Sep-25	108
L3-FN-160	Install Vanity Bathroom at Level 3 Section 1 - Headquarters	2	2	17-Sep-25	18-Sep-25	109
L3-FN-170	Plumbing Fixtures Bathroom at Level 3 Section 1 - Headquarters	3	3	17-Sep-25	19-Sep-25	108
L3-FN-180	Toilet Partitions & Accesories Bathroom at Level 3 Section 1 - Headquarters	3	3	22-Sep-25	24-Sep-25	108
L3-FN-190	MEP Trim Bathrooms at Level 3 Section 1 - Headquarters	5	5	25-Sep-25	01-Oct-25	108
L3-FN-210	Install Millwork at Level 3 Section 1 - Headquarters	10	10	21-Jan-26	03-Feb-26	14
L3-FN-220	Install Glass Partitions at Level 3 Section 1 - Headquarters	6	6	04-Feb-26	11-Feb-26	15
L3-FN-240	Install Corridor Flooring LVT at Level 3 Section 1 - Headquarters	6	6	04-Feb-26	11-Feb-26	15
L3-FN-250	Install Carpet at Level 3 Section 1 - Headquarters	10	10	12-Feb-26	25-Feb-26	15
L3-FN-260	Finish & Paint at Level 3 Section 1 - Headquarters	7	7	23-Feb-26	03-Mar-26	15
L3-FN-270	Final MEP Trim at Level 3 Section 1 - Headquarters	10	10	04-Mar-26	17-Mar-26	15
Section 2 - North / South		223	223	05-May-25	01-Apr-26	14
Framing & MEPF Roughs		85	85	05-May-25	08-Sep-25	14
L3-RI-180	Layout / Top Track at Level 3 Section 2 - Headquarters	10	10	05-May-25	16-May-25	0
L3-RI-190	MEPF Risers at Level 3 Section 2 - Headquarters	5	5	05-May-25	09-May-25	94
L3-RI-200	Frame Corridor Walls / Demising Walls at Level 3 Section 2 - Headquarters	10	10	19-May-25	03-Jun-25	0
L3-RI-210	Install Rippers (Drywall/Paint) at Level 3 Section 2 - Headquarters	10	10	04-Jun-25	17-Jun-25	0
L3-RI-220	MEP Rough Overhead / Insulation at Level 3 Section 2 - Headquarters	10	10	18-Jun-25	01-Jul-25	0
L3-RI-230	Frame Balance of Walls & Set Hm Frames at Level 3 Section 2 - Headquarters	20	20	02-Jul-25	31-Jul-25	0
L3-RI-240	MEPF RI Walls & Ceilings at Level 3 Section 2 - Headquarters	20	20	01-Aug-25	28-Aug-25	0



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
PRECAST ARCH CONC (23 WEEKS), & PRECAST SOFFIT BEAMS JOIST (10 WEEKS)

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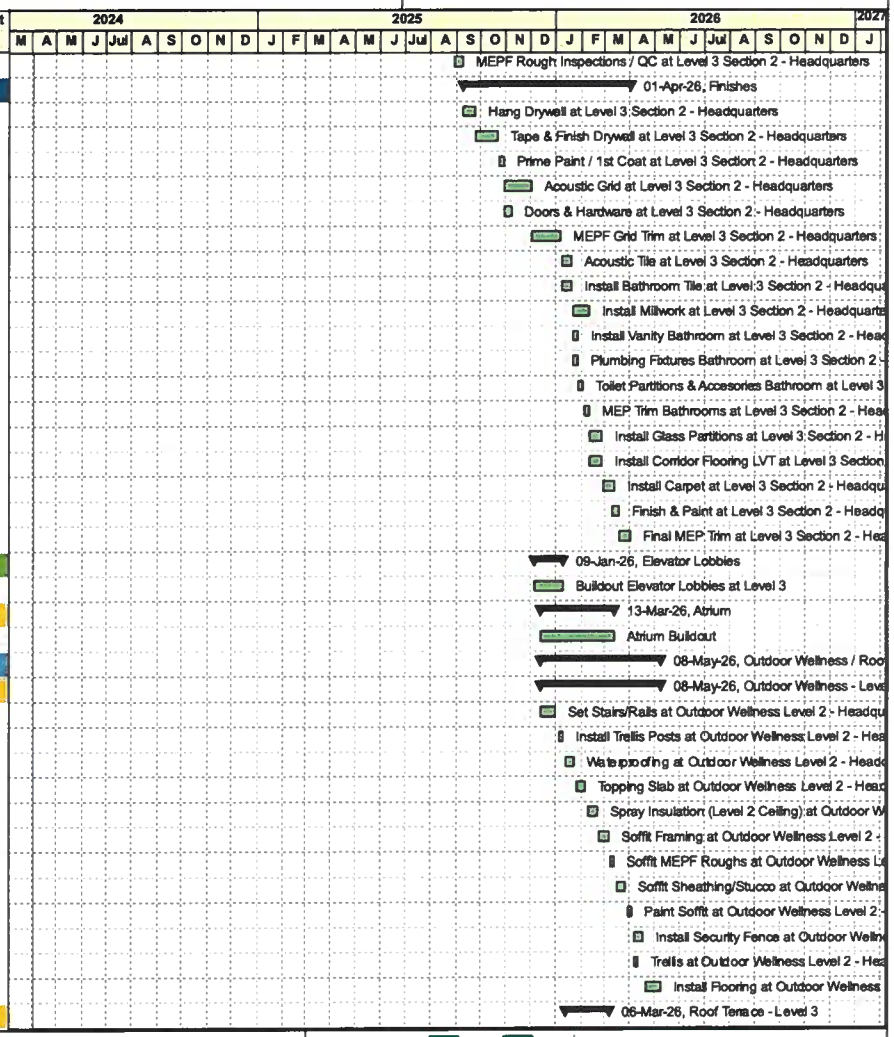
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
L3-RI-250	MEPF Rough Inspections / QC at Level 3 Section 2 - Headquarters	5	5	29-Aug-25	08-Sep-25	10
Finishes		138	138	09-Sep-25	01-Apr-26	14
L3-FN-290	Hang Drywall at Level 3 Section 2 - Headquarters	12	12	09-Sep-25	24-Sep-25	10
L3-FN-300	Tape & Finish Drywall at Level 3 Section 2 - Headquarters	20	20	25-Sep-25	22-Oct-25	10
L3-FN-310	Prime Paint / 1st Coat at Level 3 Section 2 - Headquarters	5	5	23-Oct-25	29-Oct-25	10
L3-FN-320	Acoustic Grid at Level 3 Section 2 - Headquarters	20	20	30-Oct-25	01-Dec-25	10
L3-FN-420	Doors & Hardware at Level 3 Section 2 - Headquarters	7	7	30-Oct-25	07-Nov-25	61
L3-FN-330	MEPF Grid Trim at Level 3 Section 2 - Headquarters	20	20	02-Dec-25	06-Jan-26	10
L3-FN-350	Acoustic Tile at Level 3 Section 2 - Headquarters	10	10	07-Jan-26	20-Jan-26	14
L3-FN-340	Install Bathroom Tile at Level 3 Section 2 - Headquarters	10	10	07-Jan-26	20-Jan-26	33
L3-FN-380	Install Millwork at Level 3 Section 2 - Headquarters	15	15	21-Jan-26	10-Feb-26	14
L3-FN-360	Install Vanity Bathroom at Level 3 Section 2 - Headquarters	5	5	21-Jan-26	27-Jan-26	33
L3-FN-370	Plumbing Fixtures Bathroom at Level 3 Section 2 - Headquarters	5	5	21-Jan-26	27-Jan-26	33
L3-FN-390	Toilet Partitions & Accesories Bathroom at Level 3 Section 2 - Headquarters	5	5	28-Jan-26	03-Feb-26	33
L3-FN-400	MEP Trim Bathrooms at Level 3 Section 2 - Headquarters	5	5	04-Feb-26	10-Feb-26	33
L3-FN-410	Install Glass Partitions at Level 3 Section 2 - Headquarters	12	12	11-Feb-26	26-Feb-26	14
L3-FN-430	Install Corridor Flooring LVT at Level 3 Section 2 - Headquarters	12	12	11-Feb-26	26-Feb-26	14
L3-FN-440	Install Carpet at Level 3 Section 2 - Headquarters	10	10	27-Feb-26	12-Mar-26	14
L3-FN-450	Finish & Paint at Level 3 Section 2 - Headquarters	7	7	10-Mar-26	18-Mar-26	14
L3-FN-460	Final MEP Trim at Level 3 Section 2 - Headquarters	10	10	19-Mar-26	01-Apr-26	14
Elevator Lobbies		20	20	05-Dec-25	09-Jan-26	53
EL-120	Buildout Elevator Lobbies at Level 3	20	20	05-Dec-25	09-Jan-26	53
Atrium		60	60	12-Dec-25	13-Mar-26	8
A1000	Atrium Buildout	60	60	12-Dec-25	13-Mar-26	8
Outdoor Wellness / Roof Terrace		100	100	12-Dec-25	08-May-26	27
Outdoor Wellness - Level 2		100	100	12-Dec-25	08-May-26	27
OA-100	Set Stairs/Rails at Outdoor Wellness Level 2 - Headquarters	10	10	12-Dec-25	30-Dec-25	27
OA-110	Install Trellis Posts at Outdoor Wellness Level 2 - Headquarters	5	5	05-Jan-26	09-Jan-26	27
OA-120	Waterproofing at Outdoor Wellness Level 2 - Headquarters	10	10	12-Jan-26	23-Jan-26	27
OA-130	Topping Slab at Outdoor Wellness Level 2 - Headquarters	10	10	26-Jan-26	06-Feb-26	27
OA-140	Spray Insulation (Level 2 Ceiling) at Outdoor Wellness Level 2 - Headquarters	10	10	09-Feb-26	20-Feb-26	27
OA-150	Soffit Framing at Outdoor Wellness Level 2 - Headquarters	10	10	23-Feb-26	06-Mar-26	27
OA-160	Soffit MEPF Roughs at Outdoor Wellness Level 2 - Headquarters	5	5	09-Mar-26	13-Mar-26	27
OA-170	Soffit Sheathing/Stucco at Outdoor Wellness Level 2 - Headquarters	10	10	16-Mar-26	27-Mar-26	27
OA-180	Paint Soffit at Outdoor Wellness Level 2 - Headquarters	5	5	30-Mar-26	03-Apr-26	27
OA-190	Install Security Fence at Outdoor Wellness	10	10	06-Apr-26	17-Apr-26	27
OA-250	Trells at Outdoor Wellness Level 2 - Headquarters	5	5	06-Apr-26	10-Apr-26	32
OA-200	Install Flooring at Outdoor Wellness Level 2 - Headquarters	15	15	20-Apr-26	08-May-26	27
Roof Terrace - Level 3		40	40	12-Jan-26	06-Mar-26	57



Remaining Level of Effort
Actual Level of Effort
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Milestone
Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
PRECAST ARCH CONC (23 WEEKS), & PRECAST SOFFIT BEAMS JOIST (10 WEEKS)

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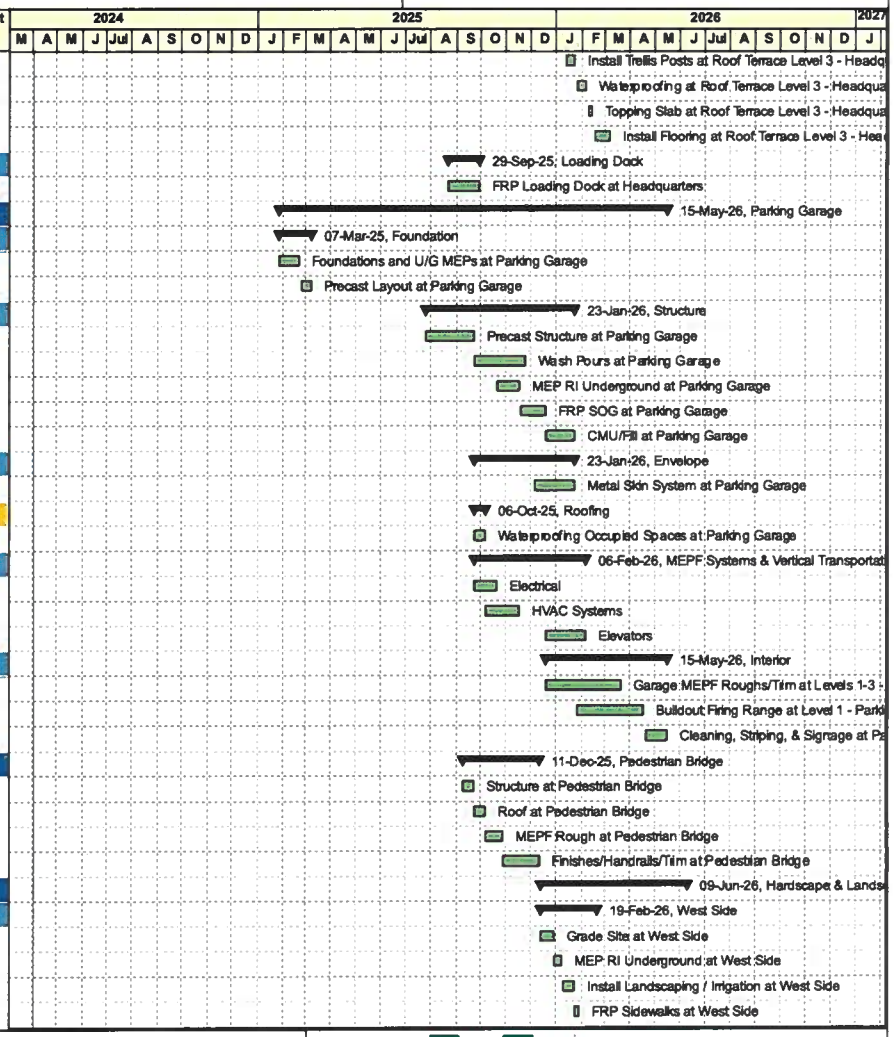
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
OA-210	Install Trellis Posts at Roof Terrace Level 3 - Headquarters	10	10	12-Jan-26	23-Jan-26	57
OA-220	Waterproofing at Roof Terrace Level 3 - Headquarters	10	10	26-Jan-26	06-Feb-26	57
OA-230	Topping Slab at Roof Terrace Level 3 - Headquarters	5	5	09-Feb-26	13-Feb-26	57
OA-240	Install Flooring at Roof Terrace Level 3 - Headquarters	15	15	16-Feb-26	06-Mar-26	57
Loading Dock		25	25	22-Aug-25	29-Sep-25	82
LD-100	FRP Loading Dock at Headquarters	25	25	22-Aug-25	29-Sep-25	82
Parking Garage		325	325	27-Jan-25	15-May-26	17
Foundation		30	30	27-Jan-25	07-Mar-25	102
FND-110	Foundations and U/G MEPs at Parking Garage	20	20	27-Jan-25	21-Feb-25	102
FND-120	Precast Layout at Parking Garage	10	10	24-Feb-25	07-Mar-25	102
Structure		120	120	25-Jul-25	23-Jan-26	12
STR-150	Precast Structure at Parking Garage	40	40	25-Jul-25	22-Sep-25	7
STR-160	Wash Pours at Parking Garage	45	45	23-Sep-25	24-Nov-25	7
STR-170	MEP RI Underground at Parking Garage	20	20	21-Oct-25	17-Nov-25	7
STR-180	FRP SOG at Parking Garage	20	20	18-Nov-25	18-Dec-25	7
STR-200	CMU/Fill at Parking Garage	20	20	19-Dec-25	23-Jan-26	12
Envelope		80	80	23-Sep-25	23-Jan-26	13
PG-BE-100	Metal Skin System at Parking Garage	30	30	05-Dec-25	23-Jan-26	7
Roofing		10	10	23-Sep-25	06-Oct-25	83
PG-BE-110	Waterproofing Occupied Spaces at Parking Garage	10	10	23-Sep-25	06-Oct-25	83
MEPF Systems & Vertical Transportation		90	90	23-Sep-25	06-Feb-26	33
MEPF-220	Electrical	20	20	23-Sep-25	20-Oct-25	51
MEPF-230	HVAC Systems	30	30	07-Oct-25	17-Nov-25	51
MEPF-210	Elevators	30	30	19-Dec-25	06-Feb-26	33
Interior		100	100	19-Dec-25	15-May-26	17
PG-100	Garage MEPF Roughs/Trim at Levels 1-3 - Parking Garage	60	60	19-Dec-25	20-Mar-26	32
PG-120	Buildout Firing Range at Level 1 - Parking Garage	60	60	26-Jan-26	17-Apr-26	12
PG-110	Cleaning, Striping, & Signage at Parking Garage	20	20	20-Apr-26	15-May-26	17
Pedestrian Bridge		65	65	09-Sep-25	11-Dec-25	152
PB-120	Structure at Pedestrian Bridge	10	10	09-Sep-25	22-Sep-25	152
PB-130	Roof at Pedestrian Bridge	10	10	23-Sep-25	06-Oct-25	152
PB-140	MEPF Rough at Pedestrian Bridge	15	15	07-Oct-25	27-Oct-25	152
PB-150	Finishes/Handrails/Trim at Pedestrian Bridge	30	30	28-Oct-25	11-Dec-25	152
Hardscape & Landscape		120	120	12-Dec-25	09-Jun-26	32
West Side		45	45	12-Dec-25	19-Feb-26	107
HL-100	Grade Site at West Side	10	10	12-Dec-25	29-Dec-25	18
HL-120	MEP RI Underground at West Side	5	5	30-Dec-25	08-Jan-26	72
HL-140	Install Landscaping / Irrigation at West Side	10	10	09-Jan-26	22-Jan-26	72
HL-130	FRP Sidewalks at West Side	5	5	23-Jan-26	29-Jan-26	72



Remaining Level of Effort
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Milestone
Summary

EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
PRECAST ARCH CONC (23 WEEKS), & PRECAST SOFFIT BEAMS JOIST (10 WEEKS)

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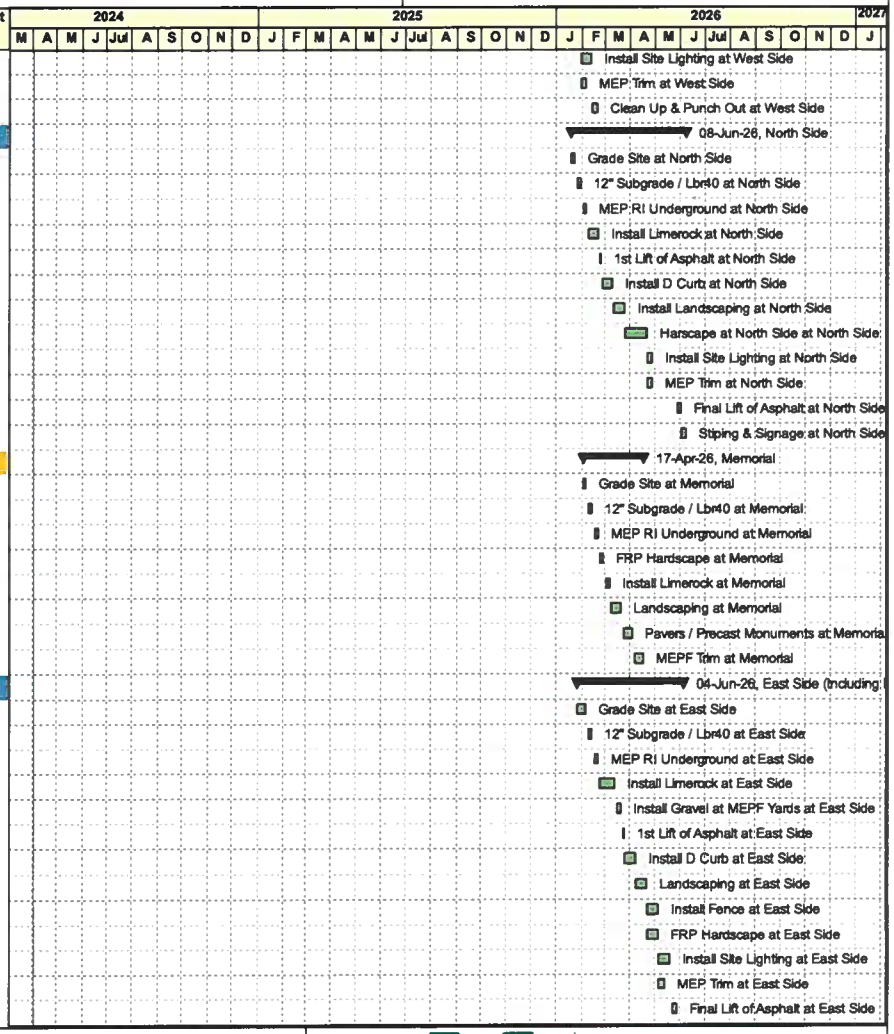
Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
HL-150	Install Site Lighting at West Side	10	10	30-Jan-26	12-Feb-26	107
HL-160	MEP Trim at West Side	5	5	30-Jan-26	05-Feb-26	72
HL-170	Clean Up & Punch Out at West Side	5	5	13-Feb-26	19-Feb-26	107
North Side		99	99	19-Jan-26	08-Jun-26	8
HL-180	Grade Site at North Side	5	5	19-Jan-26	23-Jan-26	7
HL-190	12" Subgrade / Lbr40 at North Side	5	5	26-Jan-26	30-Jan-26	19
HL-200	MEP RI Underground at North Side	5	5	02-Feb-26	06-Feb-26	19
HL-210	Install Limerock at North Side	10	10	09-Feb-26	20-Feb-26	19
HL-220	1st Lift of Asphalt at North Side	2	2	23-Feb-26	24-Feb-26	19
HL-230	Install D Curb at North Side	10	10	25-Feb-26	10-Mar-26	19
HL-240	Install Landscaping at North Side	10	10	11-Mar-26	24-Mar-26	19
HL-600	Harscape at North Side at North Side	20	20	25-Mar-26	21-Apr-26	19
HL-250	Install Site Lighting at North Side	5	5	22-Apr-26	28-Apr-26	26
HL-280	MEP Trim at North Side	5	5	22-Apr-26	28-Apr-26	19
HL-260	Final Lift of Asphalt at North Side	3	3	28-May-26	01-Jun-26	7
HL-270	Stiping & Signage at North Side	5	5	02-Jun-26	08-Jun-26	8
Memorial		55	55	02-Feb-26	17-Apr-26	32
HL-300	Grade Site at Memorial	5	5	02-Feb-26	06-Feb-26	32
HL-310	12" Subgrade / Lbr40 at Memorial	5	5	09-Feb-26	13-Feb-26	32
HL-320	MEP RI Underground at Memorial	5	5	16-Feb-26	20-Feb-26	32
HL-630	FRP Hardscape at Memorial	5	5	23-Feb-26	27-Feb-26	32
HL-330	Install Limerock at Memorial	5	5	02-Mar-26	06-Mar-26	32
HL-620	Landscaping at Memorial	10	10	09-Mar-26	20-Mar-26	32
HL-340	Pavers / Precast Monuments at Memorial	10	10	23-Mar-26	03-Apr-26	32
HL-640	MEPF Trim at Memorial	10	10	06-Apr-26	17-Apr-26	32
East Side (Including Between Buildings)		92	92	26-Jan-26	04-Jun-26	10
HL-350	Grade Site at East Side	10	10	26-Jan-26	06-Feb-26	7
HL-360	12" Subgrade / Lbr40 at East Side	5	5	09-Feb-26	13-Feb-26	7
HL-370	MEP RI Underground at East Side	5	5	16-Feb-26	20-Feb-26	7
HL-380	Install Limerock at East Side	15	15	23-Feb-26	13-Mar-26	7
HL-660	Install Gravel at MEPF Yards at East Side	5	5	16-Mar-26	20-Mar-26	7
HL-390	1st Lift of Asphalt at East Side	2	2	23-Mar-26	24-Mar-26	7
HL-400	Install D Curb at East Side	10	10	25-Mar-26	07-Apr-26	7
HL-410	Landscaping at East Side	10	10	08-Apr-26	21-Apr-26	7
HL-430	Install Fence at East Side	10	10	22-Apr-26	05-May-26	19
HL-650	FRP Hardscape at East Side	10	10	22-Apr-26	05-May-26	7
HL-420	Install Site Lighting at East Side	10	10	06-May-26	19-May-26	7
HL-460	MEP Trim at East Side	5	5	06-May-26	12-May-26	14
HL-440	Final Lift of Asphalt at East Side	3	3	22-May-26	28-May-26	7



Remaining Level of Effort
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EARLY RELEASE SCENARIO #1:
SWITCHBOARD w/ATS (60 WEEKS), GENERATOR (86 WEEKS),
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Filename: HPS GMP 041724 v1 // **Layout:** [Moss_Full Schedule]

Hollywood Police Headquarters - Draft GMP Schedule - Working Copy (Early Release Scenario #1)

Data Date: 02-Apr-24 Run Date: 17-Apr-24

Activity ID	Activity Name	OD	RD	Start	Finish	Total Float
HL-450	Stiping & Signage at East Side	5	5	29-May-26	04-Jun-26	10
South Side		80	80	09-Feb-26	02-Jun-26	12
HL-480	Grade Site at South Side	10	10	09-Feb-26	20-Feb-26	26
HL-490	12" Subgrade / Lbr40 at South Side	5	5	23-Feb-26	27-Feb-26	26
HL-500	MEP RI Underground at South Side	5	5	02-Mar-26	06-Mar-26	26
HL-510	Install Limerock at South Side	10	10	09-Mar-26	20-Mar-26	26
HL-520	1st Lift of Asphalt at South Side	3	3	23-Mar-26	25-Mar-26	26
HL-530	Install D Curb at South Side	5	5	26-Mar-26	01-Apr-26	26
HL-540	Landscaping at South Side	10	10	02-Apr-26	15-Apr-26	26
HL-550	Install Site Lighting at South Side	5	5	16-Apr-26	22-Apr-26	26
HL-580	MEP Trim at South Side	5	5	16-Apr-26	22-Apr-26	26
HL-560	Final Lift of Asphalt at South Side	3	3	20-May-26	22-May-26	7
HL-570	Stiping & Signage at South Side	5	5	27-May-26	02-Jun-26	12
Offsite		120	120	12-Dec-25	09-Jun-26	7
HL-610	Set Up MOT at Offsite	2	2	12-Dec-25	15-Dec-25	84
HL-670	Demo Existing at Offsite	5	5	16-Dec-25	22-Dec-25	84
HL-680	Reshape Islands at Offsite	5	5	23-Dec-25	06-Jan-26	84
HL-690	FRP Curbs at Offsite	2	2	07-Jan-26	08-Jan-26	84
HL-700	Subgrade at Offsite	5	5	09-Jan-26	15-Jan-26	84
HL-710	Limerock at Offsite	5	5	16-Jan-26	22-Jan-26	84
HL-720	1st Lift Asphalt at Offsite	1	1	23-Jan-26	23-Jan-26	84
HL-730	Landscaping at Offsite	5	5	26-Jan-26	30-Jan-26	84
HL-740	MEPF Trim at Offsite	5	5	02-Feb-26	06-Feb-26	84
HL-750	Final Lift Asphalt at Offsite	3	3	29-May-26	02-Jun-26	7
HL-760	Striping & Signage at Offsite	5	5	03-Jun-26	09-Jun-26	7
Radio Tower		40	40	09-Feb-26	03-Apr-26	22
RT-100	Buildout Radio Tower (Confirm Duration)	40	40	09-Feb-26	03-Apr-26	22
System Testing & Final Inspections		84	84	26-Mar-26	24-Jul-26	0
FIN-100	Pre-Functional System Testing	49	49	26-Mar-26	04-Jun-26	0
FIN-110	Final Zoning Inspections	20	20	05-Jun-26	02-Jul-26	5
FIN-120	Final MEPF Inspections	20	20	05-Jun-26	02-Jul-26	0
FIN-130	Final Building Inspections	20	20	19-Jun-26	17-Jul-26	0
FIN-140	Obtain TCO	5	5	20-Jul-26	24-Jul-26	0
PROJECT CLOSEOUT		43	43	27-Jul-26	25-Sep-26	0
CO-120	Final Clean Up & Punch Out	43	43	27-Jul-26	25-Sep-26	0

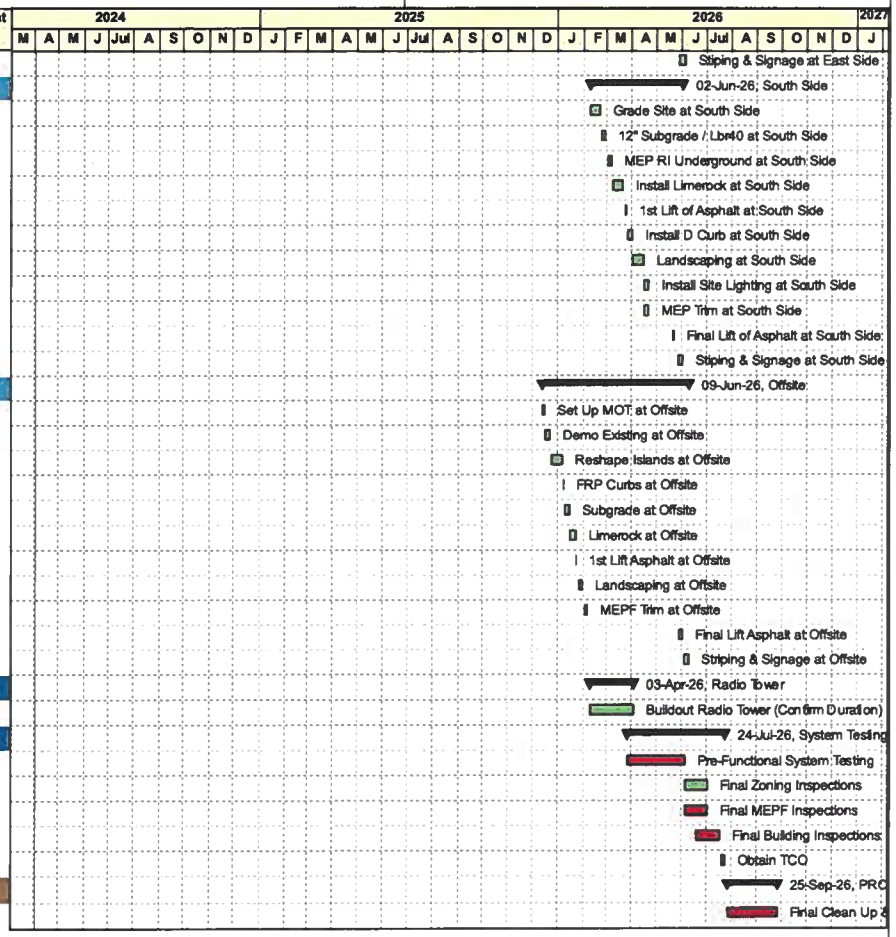

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EXHIBIT D

LIST OF CONTRACT DOCUMENTS DRAWINGS AND SPECIFICATION AND LOGISTICS PLAN

[Insert project Document log and Site Logistics]

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Hollywood Police Department New Headquarters and Parking Garage

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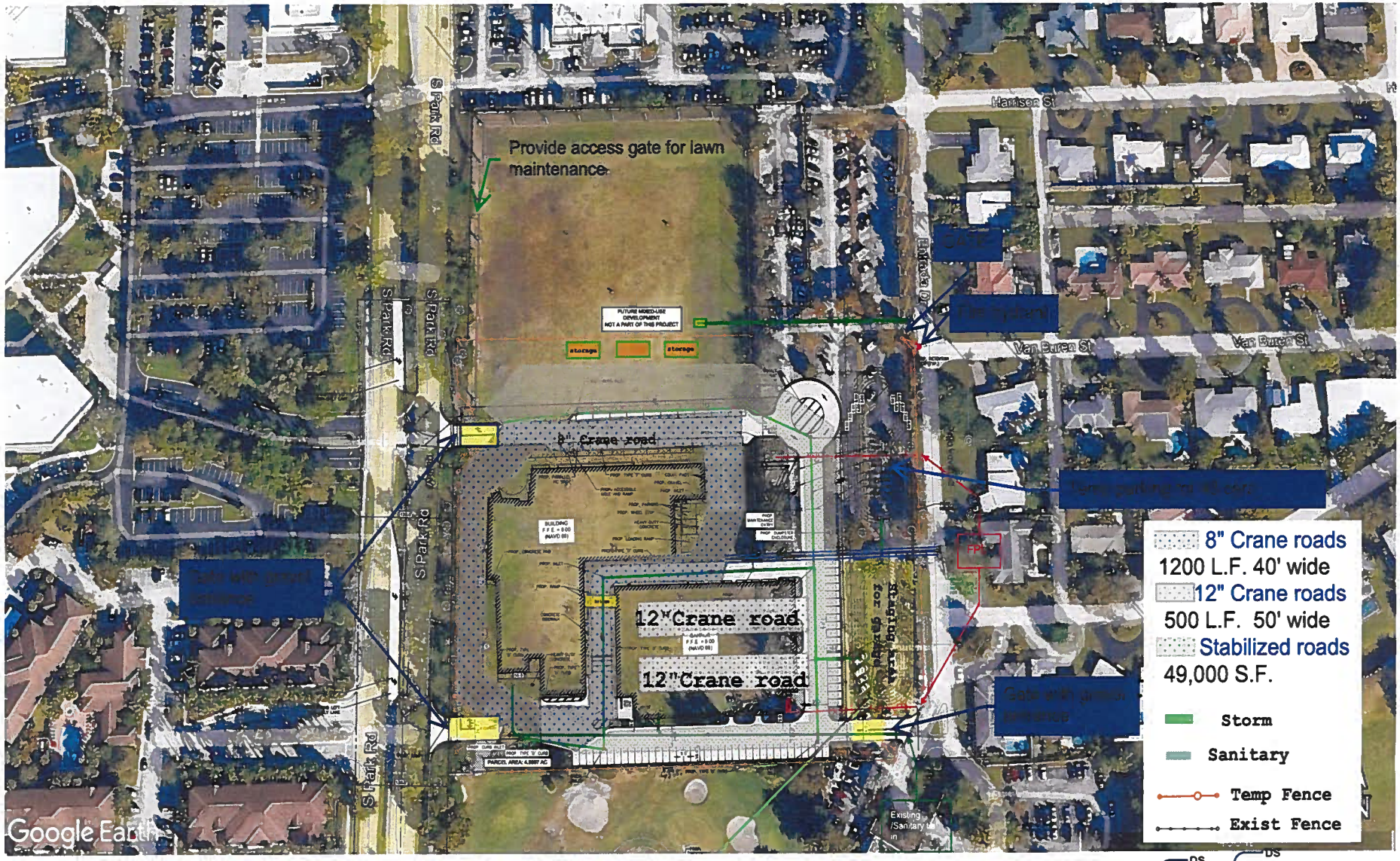

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Hollywood Police Headquarters and Parking Garage - 90% CD GMP
Document Log Date: 02.15.2024

MOSS

Sheet Name	Version	Description	Date Issued	Date Received
		GENERAL		
G000	90% CD Set	COVER SHEET	1/15/2024	1/16/2024
G001	90% CD Set	DRAWING INDEX	1/15/2024	1/16/2024
G002	90% CD Set	DATA SHEET	1/15/2024	1/16/2024
G003	90% CD Set	PARKING CALCULATION	1/15/2024	1/16/2024
G004	90% CD Set	ACCESSIBILITY DIAGRAMS	1/15/2024	1/16/2024
G005	90% CD Set	GENERAL SYMBOLS, ABBREVIATIONS AND PARKING NOTES	1/15/2024	1/16/2024
G006	90% CD Set	WATERPROFING DIAGRAMS	1/15/2024	1/16/2024
G007	90% CD Set	WATERPROFING DIAGRAMS	1/15/2024	1/16/2024
		LIFE SAFETY		
LS000	90% CD Set	CODE ANALYSIS AND OCCUPANCY DIAGRAMS	1/15/2024	1/16/2024
LS101	90% CD Set	LIFE SAFETY PLAN - BUILDING LEVEL 1	1/15/2024	1/16/2024
LS102	90% CD Set	LIFE SAFETY PLAN - BUILDING LEVEL 2	1/15/2024	1/16/2024
LS103	90% CD Set	LIFE SAFETY PLAN - BUILDING LEVEL 3	1/15/2024	1/16/2024
LS104	90% CD Set	LIFE SAFETY PLAN - BUILDING PLAN - MECH/ROOF PLAN	1/15/2024	1/16/2024
LS121	90% CD Set	LIFE SAFETY PLAN - PARKING GARAGE LEVEL 1	1/15/2024	1/16/2024
LS122	90% CD Set	LIFE SAFETY PLAN - PARKING GARAGE LEVEL 2	1/15/2024	1/16/2024
LS123	90% CD Set	LIFE SAFETY PLAN - PARKING GARAGE LEVEL 3	1/15/2024	1/16/2024
LS124	90% CD Set	LIFE SAFETY PLAN - PARKING GARAGE LEVEL 4	1/15/2024	1/16/2024
LS410	90% CD Set	LIFE SAFETY ENLARGED VIEWS - OUTDOOR WELLNESS AND ROOF TERRACE	1/15/2024	1/16/2024
LS411	90% CD Set	LIFE SAFETY ENLARGED VIEWS - MULTIPURPOSE COMMUNITY ROOM	1/15/2024	1/16/2024
LS412	90% CD Set	LIFE SAFETY ENLARGED VIEWS - ARRESTEE PROCESSING	1/15/2024	1/16/2024
		CIVIL		
C-001	90% CD Set	COVER SHEET	1/15/2024	1/16/2024
C-001.1	90% CD Set	BCTED COVER SHEET	1/15/2024	1/16/2024
C-002	90% CD Set	GENERAL NOTES	1/15/2024	1/16/2024
C-003	90% CD Set	ENGINEERING PLAN	1/15/2024	1/16/2024
C-004	90% CD Set	SITE TRIANGLES	1/15/2024	1/16/2024
C-100	90% CD Set	EROSION CONTROL & DEMOLITION PLAN	1/15/2024	1/16/2024
C-101	90% CD Set	EROSION CONTROL DETAILS	1/15/2024	1/16/2024
C-102	90% CD Set	EROSION CONTROL DETAILS	1/15/2024	1/16/2024
C-200	90% CD Set	SIGNAGE AND STRIPNG PLAN	1/15/2024	1/16/2024
C-201	90% CD Set	SIGNAGE AND STRIPING DETAILS	1/15/2024	1/16/2024
C-300	90% CD Set	PAVING AND GRADING PLAN	1/15/2024	1/16/2024
C-301	90% CD Set	PAVING AND GRADING DETAILS	1/15/2024	1/16/2024
C-302	90% CD Set	CROSS SECTIONS	1/15/2024	1/16/2024
C-303	90% CD Set	CITY OF HOLLYWOOD DETAILS	1/15/2024	1/16/2024
C-304	90% CD Set	CITY OF HOLLYWOOD DETAILS	1/15/2024	1/16/2024
C-305	90% CD Set	CITY OF HOLLYWOOD DETAILS	1/15/2024	1/16/2024
C-400	90% CD Set	DRAINAGE PLAN	1/15/2024	1/16/2024
C-401	90% CD Set	STRUCTURE TABLE	1/15/2024	1/16/2024
C-402	90% CD Set	DRAINAGE STRUCTURE DETAILS	1/15/2024	1/16/2024
C-410	90% CD Set	SOUTH PARK ROAD IMPROVEMENTS	1/15/2024	1/16/2024
C-420	90% CD Set	LAKE IMPROVEMENTS	1/15/2024	1/16/2024
C-500	90% CD Set	WATER AND SEWER PLAN	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
C-501	90% CD Set	WATER AND SEWER PROFILE	1/15/2024	1/16/2024
C-502	90% CD Set	GENERAL UTILITY DETAILS	1/15/2024	1/16/2024
C-503	90% CD Set	GENERAL UTILITY DETAILS	1/15/2024	1/16/2024
C-504	90% CD Set	GENERAL UTILITY DETAILS	1/15/2024	1/16/2024
C-505	90% CD Set	GENERAL UTILITY DETAILS	1/15/2024	1/16/2024
C-506	90% CD Set	GENERAL UTILITY DETAILS	1/15/2024	1/16/2024
C-507	90% CD Set	WATER DETAILS	1/15/2024	1/16/2024
C-508	90% CD Set	WATER DETAILS	1/15/2024	1/16/2024
C-509	90% CD Set	WATER DETAILS	1/15/2024	1/16/2024
C-510	90% CD Set	WATER DETAILS	1/15/2024	1/16/2024
C-511	90% CD Set	SEWER DETAILS	1/15/2024	1/16/2024
C-512	90% CD Set	SEWER DETAILS	1/15/2024	1/16/2024
C-513	90% CD Set	SEWER DETAILS	1/15/2024	1/16/2024
		SURVEY		
VL101	90% CD Set	HPD ALTA/NSPS LAND TITLE SURVEY	2/21/2023	1/16/2024
VL101 - SHEET 1 OF 1	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 10 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 11 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 2 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 3 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 4 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 5 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 6 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 7 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 8 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
VL101 - SHEET 9 OF 11	90% CD Set	ORANGEBOOK ALTA/NSPS LAND TITLE SURVEY	5/12/2023	1/16/2024
		LANDSCAPE		
L001	90% CD Set	GENERAL NOTES	1/15/2024	1/16/2024
L002	90% CD Set	COMPOSITE LANDSCAPE PLAN	1/15/2024	1/16/2024
L101	90% CD Set	HARDSCAPE MATERIAL PLAN	1/15/2024	1/16/2024
L110	90% CD Set	HARDSCAPE MATERIAL PLAN- ENLARGEMENT	1/15/2024	1/16/2024
L201	90% CD Set	LAYOUT PLAN	1/15/2024	1/16/2024
L400	90% CD Set	PLANTING PLAN	1/15/2024	1/16/2024
L401	90% CD Set	PLANTING PLAN - TREES	1/15/2024	1/16/2024
L402	90% CD Set	PLANTING PLAN - UNDERSTORY	1/15/2024	1/16/2024
L405	90% CD Set	IRRIGATION PLAN	1/15/2024	1/16/2024
L601	90% CD Set	SITE LIGHTING PLAN	1/15/2024	1/16/2024
L701	90% CD Set	ELEVATION & SECTIONS	1/15/2024	1/16/2024
L801	90% CD Set	DETAILS- HARDSCAPE	1/15/2024	1/16/2024
L802	90% CD Set	DETIALS- HARDSCAPE	1/15/2024	1/16/2024
L803	90% CD Set	DETIALS- HARDSCAPE	1/15/2024	1/16/2024
L901	90% CD Set	DETAILS- PLANTING	1/15/2024	1/16/2024
TS-010	90% CD Set	OVERALL SITE PLAN TREE SKETCH	1/15/2024	1/16/2024
TS-100	90% CD Set	ENLARGED PARTIAL SITE PLAN - TREE SKETCH	1/15/2024	1/16/2024
TS-101	90% CD Set	ENLARGED PARTIAL SITE PLAN - TREE SKETCH	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
		STRUCTURAL		
S-001	90% CD Set	COVER SHEET	1/15/2024	1/16/2024
S-002	90% CD Set	STRUCTURAL GENERAL NOTES	1/15/2024	1/16/2024
S-003	90% CD Set	THRESHOLD INSPECTION PLAN	1/15/2024	1/16/2024
S-004	90% CD Set	ABBREVIATIONS AND LEGENDS	1/15/2024	1/16/2024
S-005	90% CD Set	BUILDING WIND LOADING DIAGRAMS	1/15/2024	1/16/2024
S-006	90% CD Set	BUILDING WIND LOADING DIAGRAMS	1/15/2024	1/16/2024
S-007	90% CD Set	GARAGE WIND LOADING DIAGRAMS	1/15/2024	1/16/2024
S-008	90% CD Set	BUILDING GRAVITY LOADING PLANS	1/15/2024	1/16/2024
S-009	90% CD Set	GARAGE GRAVITY LOADING PLANS	1/15/2024	1/16/2024
S-101	90% CD Set	STRUCTURAL SITE PLAN	1/15/2024	1/16/2024
S-101A	90% CD Set	BUILDING FOUNDATION PLAN	1/15/2024	1/16/2024
S-102A	90% CD Set	BUILDING LEVEL 2 DIMENSION PLAN	1/15/2024	1/16/2024
S-102B	90% CD Set	BUILDING LEVEL 2 FRAMING PLAN	1/15/2024	1/16/2024
S-103A	90% CD Set	BUILDING LEVEL 3 DIMENSION PLAN	1/15/2024	1/16/2024
S-103B	90% CD Set	BUILDING LEVEL 3 FRAMING PLAN	1/15/2024	1/16/2024
S-104A	90% CD Set	BUILDING ROOF DIMENSION PLAN	1/15/2024	1/16/2024
S-104B	90% CD Set	BUILDING ROOF FRAMING PLAN	1/15/2024	1/16/2024
S-105	90% CD Set	BUILDING HIGH ROOF FRAMING PLAN	1/15/2024	1/16/2024
S-121	90% CD Set	GARAGE FOUNDATION PLAN	1/15/2024	1/16/2024
S-122	90% CD Set	GARAGE LEVEL 2 FRAMING PLAN	1/15/2024	1/16/2024
S-123	90% CD Set	PARKING GARAGE LEVEL 3	1/15/2024	1/16/2024
S-124	90% CD Set	GARAGE ROOF FRAMING PLAN	1/15/2024	1/16/2024
S-125	90% CD Set	MAT FOUNDATION DETAILS	1/15/2024	1/16/2024
S-126	90% CD Set	MAT FOUNDATION DETAILS	1/15/2024	1/16/2024
S-127	90% CD Set	LOADING DOCK FRAMING PLAN AND DETAILS	1/15/2024	1/16/2024
S-128	90% CD Set	DUMPSTER ENCLOSURE PLAN AND DETAILS	1/15/2024	1/16/2024
S-129	90% CD Set	ENLARGED GATE PLANS AND DETAILS	1/15/2024	1/16/2024
S-130	90% CD Set	LOBBY ENLARGED PLANS	1/15/2024	1/16/2024
S-301	90% CD Set	SCHEDULES & TYPICAL DETAILS	1/15/2024	1/16/2024
S-302	90% CD Set	SCHEDULES & TYPICAL DETAILS	1/15/2024	1/16/2024
S-303	60% CD Set	STAIR SECTIONS	8/16/2023	8/18/2023
S-401	90% CD Set	TYPICAL FOUNDATION DETAILS	1/15/2024	1/16/2024
S-402	90% CD Set	TYPICAL CONCRETE DETAILS	1/15/2024	1/16/2024
S-403	90% CD Set	TYPICAL CONCRETE DETAILS	1/15/2024	1/16/2024
S-405	90% CD Set	TYPICAL CMU DETAILS	1/15/2024	1/16/2024
S-406	90% CD Set	TYPICAL FRAMING DETAILS	1/15/2024	1/16/2024
S-407	90% CD Set	TYPICAL FRAMING DETAILS	1/15/2024	1/16/2024
S-408	90% CD Set	TYPICAL PRECAST DETAILS	1/15/2024	1/16/2024
S-409	90% CD Set	TYPICAL PRECAST DETAILS	1/15/2024	1/16/2024
S-410	90% CD Set	STEEL FRAMING DETAILS	1/15/2024	1/16/2024
S-411	90% CD Set	STAIR SECTIONS	1/15/2024	1/16/2024
S-501	90% CD Set	SHEARWALL TYPICAL DETAILS	1/15/2024	1/16/2024
S-502	90% CD Set	SHEARWALL ELEVATIONS	1/15/2024	1/16/2024
S-503	90% CD Set	SHEARWALL ELEVATIONS	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
S-504	90% CD Set	SHEARWALL ELEVATIONS	1/15/2024	1/16/2024
S-505	90% CD Set	SHEARWALL ELEVATIONS	1/15/2024	1/16/2024
S-601A	90% CD Set	WALL SECTIONS- SOUTH & WEST	1/15/2024	1/16/2024
S-601B	90% CD Set	WALL SECTIONS- NORTH	1/15/2024	1/16/2024
S-601C	90% CD Set	WALL SECTIONS- EAST	1/15/2024	1/16/2024
S-602	90% CD Set	GARAGE SECTIONS	1/15/2024	1/16/2024
S-603	90% CD Set	BUILDING WALL ELEVATIONS	1/15/2024	1/16/2024
S-604	90% CD Set	GARAGE WALL ELEVATIONS	1/15/2024	1/16/2024
		ARCHITECTURAL		
A010	90% CD Set	ARCHITECTURAL SITE PLAN	1/15/2024	1/16/2024
A101	90% CD Set	BUILDING PLAN - LEVEL 1	1/15/2024	1/16/2024
A101.1	90% CD Set	BUILDING FRAMING PLAN- LEVEL1	1/15/2024	1/16/2024
A102	90% CD Set	BUILDING PLAN - LEVEL 2	1/15/2024	1/16/2024
A102.1	90% CD Set	BUILDING FRAMING PLAN- LEVEL 2	1/15/2024	1/16/2024
A103	90% CD Set	BUILDING PLAN - LEVEL 3	1/15/2024	1/16/2024
A103.1	90% CD Set	BUILDING FRAMING PLAN- LEVEL 3	1/15/2024	1/16/2024
A104	90% CD Set	BUILDING PLAN - ROOF / MECHANICAL PH	1/15/2024	1/16/2024
A121	90% CD Set	PARKING GARAGE PLAN - LEVEL 1	1/15/2024	1/16/2024
A122	90% CD Set	PARKING GARAGE PLAN - LEVEL 2	1/15/2024	1/16/2024
A123	90% CD Set	PARKING GARAGE PLAN - LEVEL 3	1/15/2024	1/16/2024
A124	90% CD Set	PARKING GARAGE PLAN - LEVEL 4	1/15/2024	1/16/2024
A151	90% CD Set	EDGE OF SLAB - LEVEL 1	1/15/2024	1/16/2024
A151.1	90% CD Set	EDGE OF SLAB- LEVEL 1A	1/15/2024	1/16/2024
A151.2	90% CD Set	EDGE OF SLAB- LEVEL 1B	1/15/2024	1/16/2024
A151.3	90% CD Set	EDGE OF SLAB- LEVEL 1C	1/15/2024	1/16/2024
A151.4	90% CD Set	EDGE OF SLAB- LEVEL 1D	1/15/2024	1/16/2024
A152	90% CD Set	EDGE OF SLAB - LEVEL 2	1/15/2024	1/16/2024
A152.1	90% CD Set	EDGE OF SLAB- LEVEL 2A	1/15/2024	1/16/2024
A152.2	90% CD Set	EDGE OF SLAB- LEVEL 2B	1/15/2024	1/16/2024
A152.3	90% CD Set	EDGE OF SLAB- LEVEL 2C	1/15/2024	1/16/2024
A152.4	90% CD Set	EDGE OF SLAB- LEVEL 2D	1/15/2024	1/16/2024
A153	90% CD Set	EDGE OF SLAB - LEVEL 3	1/15/2024	1/16/2024
A153.1	90% CD Set	EDGE OF SLAB- LEVEL 3A	1/15/2024	1/16/2024
A153.2	90% CD Set	EDGE OF SLAB- LEVEL 3B	1/15/2024	1/16/2024
A153.3	90% CD Set	EDGE OF SLAB- LEVEL 3C	1/15/2024	1/16/2024
A153.4	90% CD Set	EDGE OF SLAB- LEVEL 3D	1/15/2024	1/16/2024
A154	90% CD Set	EDGE OF SLAB - MECHANICAL PH	1/15/2024	1/16/2024
A154.1	90% CD Set	EDGE OF SLAB- MECHANICAL PH A	1/15/2024	1/16/2024
A154.2	90% CD Set	EDGE OF SLAB- MECHANICAL PH B	1/15/2024	1/16/2024
A154.3	90% CD Set	EDGE OF SLAB- MECHANICAL PH C	1/15/2024	1/16/2024
A154.4	90% CD Set	EDGE OF SLAB- MECHANICAL PH D	1/15/2024	1/16/2024
A155	90% CD Set	EDGE OF SLAB- LEVEL 1 GARAGE	1/15/2024	1/16/2024
A155.1	90% CD Set	EDGE OF SLAB- LEVEL 1 GARAGE A	1/15/2024	1/16/2024
A156	90% CD Set	EDGE OF SLAB- LEVEL 2 GARAGE	1/15/2024	1/16/2024
A156.1	90% CD Set	EDGE OF SLAB- LEVEL 2 GARAGE A	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
A157	90% CD Set	EDGE OF SLAB- LEVEL 3 GARAGE	1/15/2024	1/16/2024
A157.1	90% CD Set	EDGE OF SLAB- LEVEL 3 GARAGE A	1/15/2024	1/16/2024
A158	90% CD Set	EDGE OF SLAB- LEVEL 4 GARAGE	1/15/2024	1/16/2024
A159.1	90% CD Set	EDGE OF SLAB- LEVEL 4 GARAGE A	1/15/2024	1/16/2024
A201	90% CD Set	REFLECTED CEILING PLAN - LEVEL 1	1/15/2024	1/16/2024
A202	90% CD Set	REFLECTED CEILING PLAN - LEVEL 2	1/15/2024	1/16/2024
A203	90% CD Set	REFLECTED CEILING PLAN - LEVEL 3	1/15/2024	1/16/2024
A204	90% CD Set	REFLECTED CEILING PLAN - GARAGE - LEVEL 1	1/15/2024	1/16/2024
A205	90% CD Set	REFLECTED CEILING PLAN - GARAGE - LEVEL 2	1/15/2024	1/16/2024
A206	90% CD Set	REFLECTED CEILING PLAN - GARAGE - LEVEL 3 & 4	1/15/2024	1/16/2024
A301	90% CD Set	BUILDING ELEVATIONS	1/15/2024	1/16/2024
A302	90% CD Set	BUILDING ELEVATIONS	1/15/2024	1/16/2024
A303	90% CD Set	GARAGE ELEVATIONS	1/15/2024	1/16/2024
A304.1	90% CD Set	OPEN GARAGE CALC W/ SCREENS	1/15/2024	1/16/2024
A305	90% CD Set	GARAGE ELEVATIONS- DEDUCT ALT.	1/15/2024	1/16/2024
A306	90% CD Set	EXTERIOR PRECAST AND CURTAIN WALL ELEVATIONS	1/15/2024	1/16/2024
A307	90% CD Set	EXTERIOR PRECAST ELEVATIONS	1/15/2024	1/16/2024
A308	90% CD Set	EXTERIOR PRECAST ELEVATIONS	1/15/2024	1/16/2024
A310	90% CD Set	WALL SECTIONS - WEST	1/15/2024	1/16/2024
A311	90% CD Set	WALL SECTIONS - NORTH	1/15/2024	1/16/2024
A311.1	90% CD Set	WALL SECTIONS - NORTH	1/15/2024	1/16/2024
A311.2	90% CD Set	WALL SECTIONS- NORTH	1/15/2024	1/16/2024
A312	90% CD Set	WALL SECTIONS - EAST	1/15/2024	1/16/2024
A312.1	90% CD Set	WALL SECTION - EAST	1/15/2024	1/16/2024
A313	90% CD Set	WALL SECTIONS - SOUTH	1/15/2024	1/16/2024
A313.1	90% CD Set	WALL SECTION - SOUTH	1/15/2024	1/16/2024
A313.2	90% CD Set	WALL SECTION- SOUTH	1/15/2024	1/16/2024
A314	90% CD Set	WALL SECTION- GARAGE	1/15/2024	1/16/2024
A314.1	90% CD Set	WALL SECTION- GARAGE BRIDGE	1/15/2024	1/16/2024
A351	90% CD Set	BUILDING SECTIONS	1/15/2024	1/16/2024
A354	90% CD Set	GARAGE SECTIONS (50 YRD)	1/15/2024	1/16/2024
A355	90% CD Set	GARAGE SECTIONS (50 YRD)	1/15/2024	1/16/2024
A358	90% CD Set	GARAGE SECTIONS - ALTERNATE (50 YRD)	1/15/2024	1/16/2024
A359	90% CD Set	GARAGE SECTIONS - ALTERNATE (50 YRD)	1/15/2024	1/16/2024
A360	90% CD Set	STUCCO JOINT PATTER AT NORTH WALL AND PLANTER WALL	1/15/2024	1/16/2024
A361	90% CD Set	STUCCO JOINT PATTERN AT SALLY PORT	1/15/2024	1/16/2024
A362	90% CD Set	STUCCO JOINT PATTERN AT EXAM BAY	1/15/2024	1/16/2024
A363	90% CD Set	STUCCO JOINT PATTERN AT LOADING DOCK	1/15/2024	1/16/2024
A364	90% CD Set	STUCCO JOINT PATTERN AT MECHANICAL ROOMS	1/15/2024	1/16/2024
A365	90% CD Set	STUCCO JOINT PATTERN AT OUTDOOR WELLNESS AREA	1/15/2024	1/16/2024
A410	90% CD Set	ENLARGED VIEWS - PUBLIC LOBBY	1/15/2024	1/16/2024
A411	90% CD Set	ENLARGED VIEWS - LOBBY VESTIBULE	1/15/2024	1/16/2024
A412	90% CD Set	ENLARGED VIEWS - COMMUNITY ROOM	1/15/2024	1/16/2024
A413	90% CD Set	ENLARGED VIEWS - SPECIAL OP	1/15/2024	1/16/2024
A414	90% CD Set	ENLARGED VIEWS - RECORD & INTERNAL AFFAIR	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
A415	90% CD Set	ENLARGED VIEWS - BAG & TAG, EXAM BAY, K9, INTRV	1/15/2024	1/16/2024
A416	90% CD Set	ENLARGED VIEWS - STORAGES, STRAY KENNEL	1/15/2024	1/16/2024
A417	90% CD Set	ENLARGED VIEWS - FIREARM TRAINING - SUPPORT SPACES	1/15/2024	1/16/2024
A418	90% CD Set	ENLARGED VIEWS - FIREARM TRAINING 50 YRD	1/15/2024	1/16/2024
A418A	90% CD Set	ENLARGED VIEWS - FIREARM TRAINING ALT.1 -25 YRD	1/15/2024	1/16/2024
A419	90% CD Set	ENLARGED VIEWS - LOADING DOCK	1/15/2024	1/16/2024
A420	90% CD Set	ENLARGED VIEWS - LOCKER ROOM	1/15/2024	1/16/2024
A421	90% CD Set	ENLARGED VIEWS - PATROL	1/15/2024	1/16/2024
A422	90% CD Set	ENLARGED VIEWS - PATROL - RCP	1/15/2024	1/16/2024
A423	90% CD Set	ENLARGED VIEWS - PUBLIC AFFAIR & COMMON AREA	1/15/2024	1/16/2024
A424	90% CD Set	ENLARGED VIEWS - TRAINING AND IT	1/15/2024	1/16/2024
A425	90% CD Set	ENLARGED VIEWS - TRAINING AND IT - RCP	1/15/2024	1/16/2024
A426	90% CD Set	ENLARGED VIEWS - FITNESS	1/15/2024	1/16/2024
A427	90% CD Set	ENLARGED VIEWS - OUTDOOR WELLNESS AREA	1/15/2024	1/16/2024
A427.1	90% CD Set	ENLARGED SECTION - OUTDOOR WELLNESS AREA	1/15/2024	1/16/2024
A428	90% CD Set	ENLARGED VIEWS - ROOF TERRACE	1/15/2024	1/16/2024
A428.1	90% CD Set	ENLARGED SECTION - ROOF TERRACE	1/15/2024	1/16/2024
A429	90% CD Set	ENLARGED VIEWS SALLY PORT	1/15/2024	1/16/2024
A430	90% CD Set	ENLARGED VIEWS - RTCC & TELETYPE	1/15/2024	1/16/2024
A431	90% CD Set	ENLARGED VIEWS - CSI LAB	1/15/2024	1/16/2024
A432	90% CD Set	ENLARGED VIEWS - LUNCH ROOM & COPY/BREAK ROOM	1/15/2024	1/16/2024
A434	90% CD Set	ENLARGED VIEWS- GENERAL CRIMES	1/15/2024	1/16/2024
A435	90% CD Set	ENLARGED VIEWS- GENERAL CRIMES- RCP	1/15/2024	1/16/2024
A440	90% CD Set	ENLARGED VIEWS - STAIR 01	1/15/2024	1/16/2024
A441	90% CD Set	ENLARGED VIEWS - STAIR 02	1/15/2024	1/16/2024
A442	90% CD Set	ENLARGED VIEWS - STAIR 03	1/15/2024	1/16/2024
A443	90% CD Set	ENLARGED VIEWS - GARAGE STAIRS 04 AND SERVICE ELEVATOR	1/15/2024	1/16/2024
A444	90% CD Set	ENLARGED VIEWS - GARAGE STAIRS 05	1/15/2024	1/16/2024
A445	90% CD Set	ENLARGED VIEWS - PASSENGER ELEVATORS 01 & 02	1/15/2024	1/16/2024
A446	90% CD Set	ENLARGED VIEWS -SERVICE ELEVATOR 03	1/15/2024	1/16/2024
A447	90% CD Set	ENLARGED VIEWS - STAIR DETAILS	1/15/2024	1/16/2024
A449	90% CD Set	ENLARGED VIEW - PEDESTRIAN BRIDGE	1/15/2024	1/16/2024
A450	90% CD Set	ENLARGED VIEW - RESTROOMS	1/15/2024	1/16/2024
A450.1	90% CD Set	ENLARGED VIEW - RESTROOMS CONT.	1/15/2024	1/16/2024
A450.2	90% CD Set	ENLARGED VIEW - RESTROOM CONT.	1/15/2024	1/16/2024
A451	90% CD Set	ENLARGED VIEWS - SUITE ENTRY	1/15/2024	1/16/2024
A452	90% CD Set	ENLARGED VIEWS - BR WINDOWS	1/15/2024	1/16/2024
A453	90% CD Set	ENLARGED VIEWS - TRANSACTION WINDOW	1/15/2024	1/16/2024
A455	90% CD Set	ENLARGED VIEWS - MECHANICAL ROOMS	1/15/2024	1/16/2024
A456	90% CD Set	ENLARGED VIEWS - MECHANIICAL ROOMS CONT.	1/15/2024	1/16/2024
A457	90% CD Set	ENLARGED VIEWS - MECHANICAL ROOMS CONT.	1/15/2024	1/16/2024
A458	90% CD Set	ENLARGED VIEWS - MECHANICAL ROOMS CONT.	1/15/2024	1/16/2024
A459	90% CD Set	ENLARGED VIEWS - MECHANICAL ROOMS CONT.	1/15/2024	1/16/2024
A460	90% CD Set	ENLARGED VIEWS - SITE	1/15/2024	1/16/2024
A461	90% CD Set	ENLARGED VIEWS - SITE	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
A462	90% CD Set	ENLARGED VIEWS- MEMORIAL PLAZA	1/15/2024	1/16/2024
A530	90% CD Set	ENLARGED EXT VIEWS - TYP. PRECAST PANEL - WEST	1/15/2024	1/16/2024
A530.1	90% CD Set	PRECAST PANELS WEST ELEVATION	1/15/2024	1/16/2024
A531	90% CD Set	ENLARGED EXT VIEWS - TYP. PRECAST PANEL - NORTH	1/15/2024	1/16/2024
A531.1	90% CD Set	PRECAST PANELS NORTH ELEVATION	1/15/2024	1/16/2024
A531.2	90% CD Set	PRECAST PANELS NORTH ELEVATION	1/15/2024	1/16/2024
A532	90% CD Set	ENLARGED EXT VIEWS - TYP. PRECAST PANEL - SOUTH	1/15/2024	1/16/2024
A532.1	90% CD Set	PRECAST PANELS SOUTH ELEVATION	1/15/2024	1/16/2024
A532.2	90% CD Set	PRECAST PANELS SOUTH ELEVATION	1/15/2024	1/16/2024
A533.1	90% CD Set	PRECAST PANELS EAST ELEVATION	1/15/2024	1/16/2024
A533.2	90% CD Set	PRECAST PANELS EAST ELEVATION	1/15/2024	1/16/2024
A580	90% CD Set	ENLARGED EXT VIEWS - WINDOW WALL - NORTH	1/15/2024	1/16/2024
A580.1	90% CD Set	ENLARGED EXT VIEWS - WINDOW WALL NORTHEAST CONT.	1/15/2024	1/16/2024
A581	90% CD Set	ENLARGED EX VIEWS - CURTAIN WALL - NORTH	1/15/2024	1/16/2024
A581.1	90% CD Set	ENLARGED EXT VIEWS - CURTAIN WALL NORTHWEST CONT.	1/15/2024	1/16/2024
A581.2	90% CD Set	ENLARGED EX VIEWS - CURTAIN WALL - NORTH CONT.	1/15/2024	1/16/2024
A582	90% CD Set	ENLARGED EX VIEWS - CURTAIN WALL - SOUTHWEST	1/15/2024	1/16/2024
A620	90% CD Set	EXTERIOR DETAILS - CURTAIN WALL SECTION DETAILS	1/15/2024	1/16/2024
A625	90% CD Set	EXTERIOR DETAILS - WINDOW WALL SECTION DETAILS	1/15/2024	1/16/2024
A630	90% CD Set	EXTERIOR DETAILS- EXTERIOR DOOR SILL DETAILS	1/15/2024	1/16/2024
A637	90% CD Set	EXTERIOR DETAILS- PRECAST TYPICAL DETAILS	1/15/2024	1/16/2024
A640	90% CD Set	EXTERIOR DETAILS - ROOF DETAILS	1/15/2024	1/16/2024
A641	90% CD Set	EXTERIOR DETAILS - ROOF DETAILS CONT. & PLANTER WALL DETAILS	1/15/2024	1/16/2024
A650	90% CD Set	EXTERIOR DETAILS- CANOPY SECTION DETAILS	1/15/2024	1/16/2024
A651	90% CD Set	EXTERIOR DETAILS- TRELLIS SECTION DETAILS	1/15/2024	1/16/2024
A652	90% CD Set	EXTERIOR DETAILS- TYP. ACM PANEL CONNECTIONS & CHAINLINK DETAILS	1/15/2024	1/16/2024
A660	90% CD Set	EXTERIOR DETAILS- VESTIBULE WALL SECTION DETAILS	1/15/2024	1/16/2024
A680	90% CD Set	EXTERIOR DETAILS- MEMORIAL PLAZA	1/15/2024	1/16/2024
A710	90% CD Set	INTERIOR ELEVATIONS - PUBLIC LOBBY	1/15/2024	1/16/2024
A711	90% CD Set	INTERIOR ELEVATIONS - CORRIDORS- - LEVEL 1	1/15/2024	1/16/2024
A712	90% CD Set	INTERIOR ELEVATIONS - COMMUNITY ROOM	1/15/2024	1/16/2024
A713	90% CD Set	INTERIOR ELEVATIONS - SPECIAL OP	1/15/2024	1/16/2024
A714	90% CD Set	INTERIOR ELEVATIONS - RECORD	1/15/2024	1/16/2024
A715	90% CD Set	INT ELEVATIONS - BAG AND TAG, EXAM BAY, AND K9 INTRV	1/15/2024	1/16/2024
A716	90% CD Set	INTERIOR ELEVATIONS - ARRESTEE PROCESSING	1/15/2024	1/16/2024
A717	90% CD Set	INTERIOR ELEVATIONS - FIREARM TRAINING & GARAGE ELEVATOR VESTIBUL	1/15/2024	1/16/2024
A718	90% CD Set	INTERIOR ELEVATIONS - FIREARM TRAINING	1/15/2024	1/16/2024
A719	90% CD Set	INTERIOR ELEVATIONS- LARGE EVIDENCE STORAGE	1/15/2024	1/16/2024
A720	90% CD Set	INTERIOR ELEVATIONS - CORRIDORS- - LEVEL 2	1/15/2024	1/16/2024
A721	90% CD Set	INTERIOR ELEVATIONS - LOCKER ROOM	1/15/2024	1/16/2024
A722	90% CD Set	INTERIOR ELEVATIONS - PATROL	1/15/2024	1/16/2024
A723	90% CD Set	INTERIOR ELEVATIONS - PATROL	1/15/2024	1/16/2024
A724	90% CD Set	INTERIOR ELEVATIONS - PUBLIC AFFAIR, TRAINING, & BRIEFING	1/15/2024	1/16/2024
A730	90% CD Set	INTERIOR ELEVATIONS - CORRIDORS- - LEVEL 3	1/15/2024	1/16/2024
A731	90% CD Set	INTERIOR ELEVATIONS -CSI LAB	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
A732	90% CD Set	INTERIOR ELEVATIONS - RTCC & TELETYPE	1/15/2024	1/16/2024
A733	90% CD Set	INTERIOR ELEVATIONS -LEVEL 3	1/15/2024	1/16/2024
A760	90% CD Set	INTERIOR ELEVATIONS - MILLWORK	1/15/2024	1/16/2024
A801	90% CD Set	INTERIOR SECTIONS	1/15/2024	1/16/2024
A900	90% CD Set	DOOR TYPE AND LEGEND	1/15/2024	1/16/2024
A901	90% CD Set	DOOR SCHEDULE - LEVEL 1	1/15/2024	1/16/2024
A902	90% CD Set	DOOR SCHEDULE - LEVEL 2	1/15/2024	1/16/2024
A903	90% CD Set	DOOR SCHEDULE - LEVEL 3 & PENTHOUSE	1/15/2024	1/16/2024
A904	90% CD Set	EQUIPMENT SCHEDULES	1/15/2024	1/16/2024
A907	90% CD Set	TYPICAL EXTERIOR DOOR DETAILS	1/15/2024	1/16/2024
A908	90% CD Set	TYPICAL SECURITY H.M. DOOR DETAILS	1/15/2024	1/16/2024
A909	90% CD Set	TYPICAL H.M. DOOR DETAILS	1/15/2024	1/16/2024
A910	90% CD Set	INTERIOR PARTITION TYPES GWB	1/15/2024	1/16/2024
A911	90% CD Set	INTERIOR PARTITION TYPES MASONRY	1/15/2024	1/16/2024
A912	90% CD Set	TYP DETAILS - INTERIOR GWB PARTITIONS	1/15/2024	1/16/2024
A914	90% CD Set	TYP DETAILS - COMPOSITE INTR GWB PTN HEADS	1/15/2024	1/16/2024
A916	90% CD Set	TYP DETAILS - OPERABLE PARTITION	1/15/2024	1/16/2024
A930	90% CD Set	INTERIOR DETAILS	1/15/2024	1/16/2024
A931	90% CD Set	INTERIOR DETAILS - SUITE ENTRY	1/15/2024	1/16/2024
A932	90% CD Set	INTERIOR DETAILS- PUBLIC SPACES	1/15/2024	1/16/2024
A941	90% CD Set	TYP DETAILS FOR ACOUSTIC CEILING SYSTEM	1/15/2024	1/16/2024
A942	90% CD Set	TYP DETAILS FOR GWB CEILING SYSTEM	1/15/2024	1/16/2024
A950	90% CD Set	FIRING RANGE- ENLARGED VIEWS- 50 YD	1/15/2024	1/16/2024
A951	90% CD Set	FIRING RANGE- ENLARGED VIEWS- 25YD ALT	1/15/2024	1/16/2024
A952	90% CD Set	FIRING RANGE- INTERIOR SECTIONS	1/15/2024	1/16/2024
A960	90% CD Set	MILLWORK - TYPICAL SECTIONS AND DETAILS	1/15/2024	1/16/2024
A961	90% CD Set	MILLWORK - TYPICAL SECTIONS AND DETAILS	1/15/2024	1/16/2024
A970	90% CD Set	INTERIOR DETAILS - EXPANSION JOINTS	1/15/2024	1/16/2024
A971	90% CD Set	INTERIOR DETAILS - SHOWER DETAILS	1/15/2024	1/16/2024
A972	90% CD Set	INTERIOR DETAILS - LOCKER ROOM	1/15/2024	1/16/2024
A980.1	90% CD Set	WINDOW SCHEDULE	1/15/2024	1/16/2024
A980.2	90% CD Set	WINDOW SCHEDULE	1/15/2024	1/16/2024
A981	90% CD Set	WINDOW DETAIL- EXTERIOR	1/15/2024	1/16/2024
A981.2	90% CD Set	WINDOW DETAILS- INTERIOR	1/15/2024	1/16/2024
A990	90% CD Set	3D VIEWS	1/15/2024	1/16/2024
		INTERIOR DESIGN		
ID200	90% CD Set	INTERIOR FINISH SCHEDULE	1/15/2024	1/16/2024
ID210	90% CD Set	FINISH FLOOR PLAN - LEVEL 1	1/15/2024	1/16/2024
ID211	90% CD Set	FINISH FLOOR PLAN - LEVEL 2	1/15/2024	1/16/2024
ID212	90% CD Set	FINISH FLOOR PLAN - LEVEL 3	1/15/2024	1/16/2024
ID213	90% CD Set	FINISH FLOOR PLAN - GARAGE LEVEL 1	1/15/2024	1/16/2024
ID310	90% CD Set	FURNITURE PLAN - LEVEL 1	1/15/2024	1/16/2024
ID311	90% CD Set	FURNITURE PLAN - LEVEL 2	1/15/2024	1/16/2024
ID312	90% CD Set	FURNITURE PLAN - LEVEL 3	1/15/2024	1/16/2024
ID313	90% CD Set	FURNITURE PLAN - GARAGE LEVEL 1	1/15/2024	1/16/2024

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		SIGNAGE		
SG-100	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-101	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-102	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-103	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-104	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-105	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-106	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-107	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-108	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-200	90% CD Set	SIGN LOCATION PLAN - SITE	1/15/2024	1/16/2024
SG-201	90% CD Set	SIGN LOCATION PLAN LEVEL 1	1/15/2024	1/16/2024
SG-202	90% CD Set	SIGN LOCATION PLAN LEVEL 2	1/15/2024	1/16/2024
SG-203	90% CD Set	SIGN LOCATION PLAN LEVEL 3	1/15/2024	1/16/2024
SG-204	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 1	1/15/2024	1/16/2024
SG-205	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 2	1/15/2024	1/16/2024
SG-206	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 3	1/15/2024	1/16/2024
SG-207	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 4	1/15/2024	1/16/2024
SG-300	90% CD Set	SIGN MESSAGE SCHEDULE	1/15/2024	1/16/2024
		MECHANICAL		
M001	90% CD Set	GENERAL NOTES - H.V.A.C.	1/15/2024	1/16/2024
M111	90% CD Set	FLOOR PLAN - LEVEL 1 - H.V.A.C.	1/15/2024	1/16/2024
M112	90% CD Set	FLOOR PLAN - LEVEL 2 - H.V.A.C.	1/15/2024	1/16/2024
M113	90% CD Set	FLOOR PLAN - LEVEL 3 - H.V.A.C.	1/15/2024	1/16/2024
M114	90% CD Set	ROOF PLAN - H.V.A.C.	1/15/2024	1/16/2024
M121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- H.V.A.C.	1/15/2024	1/16/2024
M122	90% CD Set	FLOOR PLAN - LEVEL 2-GARAGE- H.V.A.C.	1/15/2024	1/16/2024
M123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- H.V.A.C.	1/15/2024	1/16/2024
M124	90% CD Set	FLOOR PLAN - LEVEL 4- GARAGE- HVAC	1/15/2024	1/16/2024
M211	90% CD Set	ENLARGED MECHANICAL ROOM - HVAC	1/15/2024	1/16/2024
M311	90% CD Set	SECTIONS - HVAC	1/15/2024	1/16/2024
M411	90% CD Set	CHILLED WATER PIPING SCHEMATIC	1/15/2024	1/16/2024
M501	90% CD Set	DETAILS - HVAC	1/15/2024	1/16/2024
M502	90% CD Set	DETAILS - HVAC	1/15/2024	1/16/2024
M601	90% CD Set	SCHEDULES - HVAC	1/15/2024	1/16/2024
M701	90% CD Set	CONTROLS - HVAC	1/15/2024	1/16/2024
		ELECTRICAL		
E001	90% CD Set	SYMBOL LEGEND, FIXTURE SCHEDULE, & GENERAL NOTES-ELECTRICAL	1/15/2024	1/16/2024
E010	90% CD Set	SITE PLAN - LIGHTING	1/15/2024	1/16/2024
E011	90% CD Set	SITE PLAN - PHOTOMETRICS	1/15/2024	1/16/2024
E020	90% CD Set	SITE PLAN - POWER & FIRE ALARM	1/15/2024	1/16/2024
E111	90% CD Set	FLOOR PLAN - LEVEL 1 - LIGHTING	1/15/2024	1/16/2024
E112	90% CD Set	FLOOR PLAN - LEVEL 2 - LIGHTING	1/15/2024	1/16/2024
E113	90% CD Set	FLOOR PLAN - LEVEL 3 - LIGHTING	1/15/2024	1/16/2024
E114	90% CD Set	ROOF PLAN - LIGHTING	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
E121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- LIGHTING	1/15/2024	1/16/2024
E122	90% CD Set	FLOOR PLAN - LEVEL 2- GARAGE - LIGHTING	1/15/2024	1/16/2024
E123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- LIGHTING	1/15/2024	1/16/2024
E124	90% CD Set	FLOOR PLAN - LEVEL 4 - GARAGE- LIGHTING	1/15/2024	1/16/2024
E211	90% CD Set	FLOOR PLAN - LEVEL 1- POWER	1/15/2024	1/16/2024
E212	90% CD Set	FLOOR PLAN - LEVEL 2- POWER	1/15/2024	1/16/2024
E213	90% CD Set	FLOOR PLAN - LEVEL 3- POWER	1/15/2024	1/16/2024
E214	90% CD Set	ROOF PLAN - POWER	1/15/2024	1/16/2024
E215	90% CD Set	OVERALL ROOF PLAN - LIGHTING PROTECTION	1/15/2024	1/16/2024
E221	90% CD Set	FLOOR PLAN - LEVEL 1 - GARAGE - POWER	1/15/2024	1/16/2024
E222	90% CD Set	FLOOR PLAN - LEVEL 2 - GARAGE - POWER	1/15/2024	1/16/2024
E223	90% CD Set	FLOOR PLAN - LEVEL 3 - GARAGE - POWER	1/15/2024	1/16/2024
E224	90% CD Set	FLOOR PLAN - LEVEL 4 - GARAGE - POWER	1/15/2024	1/16/2024
E311	90% CD Set	FLOOR PLAN - LEVEL 1 - FIRE ALARM	1/15/2024	1/16/2024
E312	90% CD Set	FLOOR PLAN - LEVEL 2 - FIRE ALARM	1/15/2024	1/16/2024
E313	90% CD Set	FLOOR PLAN - LEVEL 3 - FIRE ALARM	1/15/2024	1/16/2024
E314	90% CD Set	ROOF PLAN - FIRE ALARM	1/15/2024	1/16/2024
E321	90% CD Set	FLOOR PLAN - LEVEL 1- GARAGE- FIRE ALARM	1/15/2024	1/16/2024
E322	90% CD Set	FLOOR PLAN - LEVEL 2 - GARAGE - FIRE ALARM	1/15/2024	1/16/2024
E323	90% CD Set	FLOOR PLAN - LEVEL 3- GARAGE- FIRE ALARM	1/15/2024	1/16/2024
E324	90% CD Set	FLOOR PLAN - LEVEL 4- GARAGE- FIRE ALARM	1/15/2024	1/16/2024
E401	90% CD Set	ENLARGED FLOOR PLANS - POWER	1/15/2024	1/16/2024
E402	90% CD Set	ELEVATIONS - LIGHTING	1/15/2024	1/16/2024
E403	90% CD Set	ELEVATIONS - LOBBY EXTERIOR LIGHTING	1/15/2024	1/16/2024
E418A	90% CD Set	ENLARGED PLAN - FIREARM TRAINING - 25 YD RANGE - ALT. 1A - LIGHTING	1/15/2024	1/16/2024
E501	90% CD Set	DETAILS - ELECTRICAL	1/15/2024	1/16/2024
E502	90% CD Set	DETAILS - ELECTRICAL	1/15/2024	1/16/2024
E503	90% CD Set	DETAILS - FIRE ALARM	1/15/2024	1/16/2024
E504	90% CD Set	DETAILS - LIGHTNING PROTECTION	1/15/2024	1/16/2024
E505	90% CD Set	DETAILS - LIGHTNING PROTECTION	1/15/2024	1/16/2024
E601	90% CD Set	ELECTRICAL RISER - MAIN BUILDING	1/15/2024	1/16/2024
E602	90% CD Set	ELECTRICAL RISER - PARKING GARAGE	1/15/2024	1/16/2024
E603	90% CD Set	FIRE ALARM RISER	1/15/2024	1/16/2024
E701	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E702	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E703	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E704	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E705	90% CD Set	SWITCHBOARD SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
		PLUMBING		
P001	90% CD Set	GENERAL NOTES - PLUMBING	1/15/2024	1/16/2024
P011	90% CD Set	FOUNDATION PLAN - PLUMBING	1/15/2024	1/16/2024
P021	90% CD Set	FOUNDATION PLAN - GARAGE - PLUMBING	1/15/2024	1/16/2024
P111	90% CD Set	FLOOR PLAN - LEVEL 1- PLUMBING	1/15/2024	1/16/2024
P112	90% CD Set	FLOOR PLAN - LEVEL 2- PLUMBING	1/15/2024	1/16/2024
P113	90% CD Set	FLOOR PLAN - LEVEL 3- PLUMBING	1/15/2024	1/16/2024

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Sheet Name	Version	Description	Date Issued	Date Received
P114	90% CD Set	ROOF PLAN - PLUMBING	1/15/2024	1/16/2024
P121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- PLUMBING	1/15/2024	1/16/2024
P122	90% CD Set	FLOOR PLAN - LEVEL 2-GARAGE- PLUMBING	1/15/2024	1/16/2024
P123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- PLUMBING	1/15/2024	1/16/2024
P124	90% CD Set	FLOOR PLAN - LEVEL 4-GARAGE- PLUMBING	1/15/2024	1/16/2024
P301	90% CD Set	NORTH SANITARY RISER DIAGRAM LEVEL 01 - PLUMBING	1/15/2024	1/16/2024
P302	90% CD Set	SOUTH SANITARY RISER DIAGRAM LEVEL 01 - PLUMBING	1/15/2024	1/16/2024
P303	90% CD Set	NORTH SANITARY RISER DIAGRAM LEVEL 02- PLUMBING	1/15/2024	1/16/2024
P304	90% CD Set	SOUTH SANITARY RISER DIAGRAM LEVEL 02- PLUMBING	1/15/2024	1/16/2024
P305	90% CD Set	NORTH SANITARY RISER DIAGRAM LEVEL 03- PLUMBING	1/15/2024	1/16/2024
P306	90% CD Set	SOUTH SANITARY RISER DIAGRAM LEVEL 03- PLUMBING	1/15/2024	1/16/2024
P307	90% CD Set	WATER RISER DIAGRAM GARAGE - PLUMBING	1/15/2024	1/16/2024
P308	90% CD Set	CONDENSATE RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P309	90% CD Set	STORM WATER RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P310	90% CD Set	STORM WATER RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P311	90% CD Set	STORM WATER RISER DIAGRAM GARAGE - PLUMBING	1/15/2024	1/16/2024
P312	90% CD Set	NATURAL GAS RISER DIAGRAM - PLUMBING	1/15/2024	1/16/2024
P313	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P314	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P315	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P316	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P317	90% CD Set	DOMESTIC RISER DIAGRAM GARAGE - PLUMBING	1/15/2024	1/16/2024
P401	90% CD Set	ENLARGED PLANS - PLUMBING	1/15/2024	1/16/2024
P501	90% CD Set	DETAILS - PLUMBING	1/15/2024	1/16/2024
P502	90% CD Set	DETAILS - PLUMBING	1/15/2024	1/16/2024
P601	90% CD Set	SCHEDULES - PLUMBING	1/15/2024	1/16/2024
		FIRE PROTECTION		
F001	90% CD Set	GENERAL NOTES - FIRE PROTECTION	1/15/2024	1/16/2024
F100	90% CD Set	SITE PLAN - FIRE PROTECTION	1/15/2024	1/16/2024
F111	90% CD Set	FLOOR PLAN - LEVEL 1-FIRE PROTECTION	1/15/2024	1/16/2024
F112	90% CD Set	FLOOR PLAN - LEVEL 2-FIRE PROTECTION	1/15/2024	1/16/2024
F113	90% CD Set	FLOOR PLAN - LEVEL 3-FIRE PROTECTION	1/15/2024	1/16/2024
F114	90% CD Set	ROOF PLAN - FIRE PROTECTION	1/15/2024	1/16/2024
F121	90% CD Set	FLOOR PLAN - LEVEL 1- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F122	90% CD Set	FLOOR PLAN - LEVEL 2- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F123	90% CD Set	FLOOR PLAN - LEVEL 3- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F124	90% CD Set	FLOOR PLAN - LEVEL 4- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F418A	90% CD Set	ENLARGED PLAN - FIREARM TRAINING - 25 YD RANGE - ALT. 1B- FIRE PROTEC	1/15/2024	1/16/2024
F501	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F502	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F503	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F504	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F505	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F601	90% CD Set	SCHEDULE - FIRE PROTECTION	1/15/2024	1/16/2024
		TECHNOLOGY		

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Sheet Name	Version	Description	Date Issued	Date Received
T001	90% CD Set	GENERAL NOTES & SYMBOLS LEGEND- TECHNOLOGY	1/15/2024	1/16/2024
T010	90% CD Set	SITE PLAN - TECHNOLOGY	1/15/2024	1/16/2024
T111	90% CD Set	FLOOR PLAN- LEVEL 1- TECHNOLOGY	1/15/2024	1/16/2024
T112	90% CD Set	FLOOR PLAN- LEVEL 2- TECHNOLOGY	1/15/2024	1/16/2024
T113	90% CD Set	FLOOR PLAN- LEVEL 3- TECHOLOGY	1/15/2024	1/16/2024
T114	90% CD Set	ROOF PLAN - TECHNOLOGY	1/15/2024	1/16/2024
T121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T122	90% CD Set	FLOOR PLAN - LEVEL 2-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T124	90% CD Set	FLOOR PLAN - LEVEL 4-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T401	90% CD Set	ENLARGED FLOOR PLANS- TECHNOLOGY	1/15/2024	1/16/2024
T501	90% CD Set	DETAILS- TECHNOLOGY	1/15/2024	1/16/2024
T502	90% CD Set	DETAILS- TECHNOLOGY	1/15/2024	1/16/2024
T503	90% CD Set	DETAILS- TECHNOLOGY	1/15/2024	1/16/2024
T601	90% CD Set	RISER DIAGRAMS - TECHNOLOGY	1/15/2024	1/16/2024
		DOCUMENTS		
	90% CD Set	SPECIFICATIONS - VOLUME 1 - DIV 1-14	1/15/2024	1/16/2024
	90% CD Set	SPECIFICATIONS - VOLUME 2 - DIV 21-32	1/15/2024	1/16/2024
	90% CD Set	SOIL MANAGEMENT PLAN	11/13/2023	1/16/2024
		OWNERSHIP SCHEDULING SPEC.	4/16/2024	
ADDENDUM NO. 1	90% CD Set	DOOR HARDWARE SPECS	1/15/2024	1/23/2024
	90% CD Set	HPHQ SITE LOGISTICS PLAN	No Date	1/23/2024
ADDENDUM NO. 2	90% CD Set	RFI RESPONSE LOG #1	1/30/2024	1/30/2024
	100% CD	PRE-003; PRE-004; PRE-017 - SHEETS S-101A & S-402	2/7/2024	1/26/2024
	90% CD Set	PRE-007 & PRE-008 -SHEETS L401 & L402	1/15/2024	1/26/2024
	100% CD	PRE-017 - SHEET A415 - ENLARGED VIEWS, BAG&TAG, EXAM BAY, K-9,INTR	2/15/2024	1/26/2024
	90% CD Set	PRE-017 - LINK TO PACIFIC MARINE STRUCTURAL S SHEETS	No Date	1/26/2024
	100% CD	PRE-021 - SHEETS A101, A103, A904	2/15/2024	1/30/2024
	90% CD Set	PRE-021 - SPEC 102600 WALL AND CORNER GUARDS	1/15/2024	1/30/2024
	90% CD Set	PRE-022 - SHEET A414 -2024-01-26 PARTIAL PLAN 1	1/15/2024	1/30/2024
	90% CD Set	PRE-023 - SPEC 116600 ATHLETIC EQUIPMENT	1/15/2024	1/30/2024
ADDENDUM NO. 3	90% CD Set	RFI RESPONSE LOG #2	2/13/2024	2/13/2024
	100% CD	PRE-024 - SHEET A457 HFL-Police HQ-HOK-AR-ODP-Central	2/15/2024	2/5/2024
	90% CD Set	PRE-030 - ARKAY ECONOMY SERIES STAINESS STEEL DARKHOUSE SINKS	No Date	2/2/2024
	90% CD Set	PRE-031 - A103 PARTIAL PLAN LABORATORY CASEWORK AND MARKUPS	No Date	2/2/2024
	100% CD	PRE-032 - SHEET A420 ENLARGED VIEW LOCKER ROOMS	2/15/2024	2/12/2024
	90% CD Set	PRE-037 - SPEC 323113 CHAIN LINK FENCE	No Date	2/12/2024
	100% CD	PRE-038 - SHEET A101 BUILDING PLAN LEVEL 1	2/15/2024	2/12/2024
	100% CD	PRE-038 - SHEET A416 ENLARGED VIEWS, STORAGES, STRAY KENNEL	2/15/2024	2/12/2024
		ADDITIONAL PRECONSTRUCTION RFI RESPONSES		
		PRE-001 C-100 Monitoring Well	1/23/2024	1/26/2024

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Sheet Name	Version	Description	Date Issued	Date Received
		PRE-002 Concrete Strip Section Detail	1/23/2024	1/26/2024
		PRE-005 6" Concrete pavement reinforcement details missing	1/23/2024	1/26/2024
		PRE-006 Sod clarification around retention ponds and west side of the property	1/26/2024	1/26/2024
		PRE-009 Intumescent Fireproofing locations	1/23/2024	1/26/2024
		PRE-010 Clarify FG2.1 on Sheet ID-200 is WP-02 Concrete Sealer only. C	1/23/2024	1/26/2024
		PRE-011 P100 Parking Area - Conflict between G006 and ID213	1/23/2024	1/26/2024
		PRE-012 Mechanical room 105,205, 305 - Conflict between G006 G007 and ID 210, 211 & 212	1/23/2024	1/26/2024
		PRE-013 Garage Fireing Range 1st Floor Finish - Conflict between G006 and ID213	1/23/2024	1/26/2024
		PRE-014 Sally Port and Exam Bay Flooring Finish Clarification - Conflict between G006 and ID 210	1/23/2024	1/26/2024
		PRE-015 Stray Kennel 195 Floor Finish Clarification - Conflict between G006 and ID 210	1/23/2024	1/26/2024
		PRE-016 Photoluminescent Egress Systems Location	1/23/2024	1/26/2024
		PRE-018 Heavy Duty Shelving - FF&E	1/23/2024	1/26/2024
		PRE-019 Outdoor Wellness Athletic Flooring	1/23/2024	1/26/2024
		PRE-020 Appliances	1/24/2024	1/27/2024
		PRE-025 Electrical - Use of MC Cable	1/30/2024	2/6/2024
		PRE-026 Low Voltage - CCTV Equipment Model Numbers	1/30/2024	2/6/2024
		PRE-027 HVAC Instrumentation & Controls - Request to add Distech Controls to list of acceptable manufacturers	1/30/2024	2/6/2024
		PRE-028 Monument Plaque	1/30/2024	2/6/2024
		PRE-029 Metal Laboratory Casework	1/31/2024	2/7/2024
		PRE-033 RM 187 - Bath Accessories	2/2/2024	2/9/2024
		PRE-034 Low Voltage - Category 6 versus 6A Copper Cable Clarification	2/2/2024	2/9/2024
		PRE-035 Bathroom Showers RM 174, 208,363,365	2/2/2024	2/9/2024
		PRE-039 EXT08 - Fire Arms Entrance Super graphic	2/9/2024	2/16/2024
		PRE-040 EXT07 – EV Car Charging Stencil.	2/12/2024	2/19/2024
		PRE-041 Stamped Concrete at Police Memorial	2/12/2024	2/19/2024
		PRE-042 Polished Concrete vs. Sealed Concrete	2/12/2024	2/19/2024
		PRE-043 Electrical - Generator Sub Base Tank Capacity (gallons)	2/12/2024	2/19/2024
		PRE-044 EIFS at Garage Firing Range Area	2/12/2024	2/19/2024
		PRE-045 Electrical - Use of EMT in lieu of Rigid/IMC conduit	2/13/2024	2/20/2024
		PRE-047 Low Voltage - Acceptable Manufacturers (Sections 281300 Access Control & 282300 CCTV)	2/14/2024	2/21/2024
		PRE-048 Corridor - Flooring Finish Clarification - Conflict on sheet ID 210	2/15/2024	2/22/2024
		PRE-049 Waterproofing Over Aluminum Canopies	2/15/2024	2/22/2024
		PRE-050 Exterior Bridge Flooring Finish Clarification: Conflict between Sheets G006 & A102	2/15/2024	2/22/2024
		PRE-051 Lockers Room 230 & 231 - Bottom Drawer & Bench	2/15/2024	2/19/2024
		PRE-052 Parking Garage - Firing Range Overhead Door	2/15/2024	2/22/2024
		PRE-053 Locker in RM 115. 167, 340, 346, 348 - Need Specification	2/15/2024	2/19/2024
		PRE-054 Rough Opening Flashing Product Confirmation	2/15/2024	2/22/2024
		PRE-055 Waterproofing Product Clarification - Conflict on sheet G006 & A641	2/15/2024	2/22/2024
		PRE-056 Glass Spec	2/16/2024	2/19/2024

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Sheet Name	Version	Description	Date Issued	Date Received
		PRE-057 Window Clarification Required	2/16/2024	2/19/2024
		PRE-058 Fire Protection - Fire Pump Sizing & Electrical Requirement	2/16/2024	2/23/2024
		PRE-059 Proposed Lake Soil Conditions	2/16/2024	2/23/2024
		PRE-060 Elevation of lake on south side	2/16/2024	2/23/2024
		PRE-061 Interior Aluminum Plate Column Covers at Level 2 Patrol Room	2/17/2024	2/24/2024
		PRE-062 Bridge Roof Clarification	2/19/2024	2/26/2024
		PRE-063 Electrical - Lighting	2/19/2024	2/26/2024
		PRE-064 Electrical - Use of 1/2" EMT in walls and Ceilings / 3/4" Conduit for Home Runs	2/20/2024	2/27/2024
		PRE-065 Mudroom 194 - Ceiling Mounted Curtain Track	2/20/2024	2/27/2024
		PRE-066 Technology - UPS Requirements	2/21/2024	2/29/2024
		PRE-067 Low Voltage - Audio Visual Design Questions	2/21/2024	2/28/2024
		PRE-068 Security - Intrusion Devices	2/27/2024	3/5/2024
		PRE-069 Plumbing - Vacuum System	2/28/2024	3/6/2024
		PRE-070 Glass Specified Interlayer	3/5/2024	3/7/2024
		PRE-071 Glass Low E coating compatibility	3/5/2024	3/7/2024
		PRE-072 Operable Partition STC Rating 52 or 56	3/12/2024	3/19/2024
		PRE-073 Technology - DAS System(s) Clarification	3/15/2024	3/22/2024
		PRE-074 Fire Protection Pre-Action - Server Rooms	4/8/2024	4/15/2024
		PRE-075 Fire Protection Pre-Action - Evidence Rooms	4/8/2024	4/15/2024

DS GG DS kH

EXHIBIT E

AUTHORIZATION FOR CONSTRUCTION

Pursuant to the Agreement between the City of Hollywood and Moss and associates LLC ("Construction Manager"), for the construction of **New Police Headquarters]**, the City of Hollywood and the Construction Manager hereby execute the **Authorization** and further agree as set forth below.

[Optional: Whereas, the Project is being performed in phases as permitted by the Contract for Construction; and Whereas, the City of Hollywood desires to authorize Construction Manager to commence the [_____] phase of the project.]

1. Construction Manager shall commence the Work within ten (10) calendar days after the date indicated on the Notice to Proceed. The date of the Substantial Completion for the Project shall be: **July 24, 2026**
2. The date of the Final Completion for the Project shall be ninety **(90)** days after the date of Substantial Completion.
3. The construction Manager's Guaranteed Maximum Price ("GMP") proposal dated April 17,2024
4. The Contraction Manager shall award Trade Contracts representing ninety percent (90%) or more of the Cost of the Work within **ninety (90)** days of issuance of the Notice to Proceed for Construction Services.

Item	Amount
Direct Construction Cost of the Work	$67,361,964
Insurances **(Includes SDI, CCIP, and Bond)	$ 2,940,718
Construction Contingency	$ 2,020,859
General Conditions Cost	$ 5,923,865
Construction Phase Fee	$ 3,189,896
Owners Contingency	$ 1,500,000
Guaranteed Maximum Price	$ 82,937,302

APPROVED AS TO FORM.

Submitted:

Nicole Heran
Deputy Director, Department of Design & Construction Management

Approved:

Douglas R. Gonzales
City Attorney

Recommended:

Jose Cortes
Director, Department of Design & Construction Management

Approved:

Stephanie Tinsley
Director, Department of Financial Services

Approved:

Josh Levy
Mayor

Attest:

Patricia A. Cerny, MMC
City Clerk

Accepted:

Travis Serpas, Vice President
Moss and Associates, LLC

Distribution:
1 Original to Construction Manager
1 Original to DCM Project File
Cc: Senior Accountant
Account No.:

Note to Construction Manager: Please Sign All Originals and Return to the Department of Design & Construction Management

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EXHIBIT F

CONSTRUCTION MANGER AT RISK PROJECT TEAM

[Insert CMAR's project team, name, project organization chart, and individual qualifications]

DS GG DS kH

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MOSS CITY OF HOLLYWOOD POLICE HEADQUARTERS - ORGANIZATIONAL CHART

APRIL 2024

Exhibit F

MOSS — In association with: HJHIGH

CITY OF Hollywood POLICE DEPARTMENT — odp — h+k

PRECON OPERATIONS

BRETT PORAK
Director of Precon

LU LU
Precon Chief

EXECUTIVE SUPPORT

BRETT ATKINSON
President, South FL

TRAVIS SERPAS
Sr. VP, South FL

GARRETT GREEN
Operations Manager

HOLLY LOEFFLER
Project Executive

PATRICK DELATOUR
Sr. Project Manager

JOSH DRYER
Project Manager

TBD
Assistant Project Manager

TBD
Project Engineer

ANDY MCCRIGHT
General Superintendent

JON MOGOLLON
Superintendent

TBD
Site Safety Representative

TBD
Superintendent

TBD
Field Engineer

TBD
Assistant Superintendent

OPERATIONS SUPPORT

SCHEDULING | VDC / BIM | SAFETY | ACCOUNTING

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GARRETT GREEN

OPERATIONS MANAGER, LEED AP, CGC

EDUCATION AND AFFILIATIONS

University of Florida, Master of Science in Building Construction

University of Miami, Bachelor of Architecture

LICENSES AND REGISTRATIONS

Certified General Contractor, FL (CGC1512130)

US Green Building Council, LEED Accredited Professional

OSHA 30

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

23 Years

RESPONSIBILITIES AND EXPERIENCE

As Operations Manager, Garrett is your primary point of contact who works closely with all project parties to ensure the overall success of a project during the preconstruction, construction and phases. **Garrett oversees all items related to construction operations, including staffing assignments, project plan development, cost and schedule analysis, as well as owner and trade contractor negotiations.**

Garrett's diverse project experience includes criminal justice, government facilities, parking garages, multi-family, hospitality, education, and senior living facilities. Having spent the majority of his career in South Florida he has established relationships with local trade contractors and government agencies and is a valuable team member for this project.

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF | $120 Million

Palm Beach County Jail, Courts, and Admin Expansion
Belle Glade, FL | 1,000,000 SF | $129 Million

Marion County Jail Expansion and Renovation, Pod A-E
Ocala, FL | 205,000 SF | $38 Million

West County Courthouse Addition & Renovation
Belle Glade, FL | 43,700 SF | $14 Million

Marion County 911 Communications Center
Ocala, FL | 14,244 SF | $5 Million

Broward County Everglades Fire Rescue Station
Fort Lauderdale, FL | 7,142 SF | $5 Million

Broward County Hazmat/TRT/Special Operations Fire Station
Fort Lauderdale, FL | 16,727 SF | $8 Million

SBBC, Apollo Middle School Modernization
Hollywood, FL | 41,086 SF | $14 Million

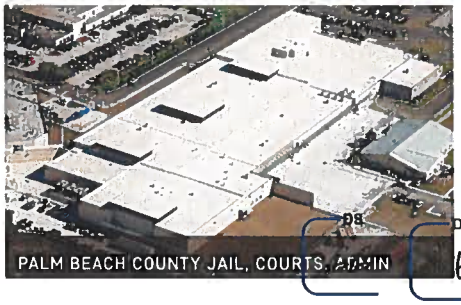
SBBC, Boulevard Heights Elementary School Renovation
Hollywood, FL | 18,484 SF | $9 Million

Memorial Hospital Pediatric Oncology
Hollywood, FL | 17,000 SF

RIVR Lofts
Fort Lauderdale, FL | 499,905 SF | $87 Million

Miami Dolphins Training Facility
Miami Gardens, FL | 250,000 SF | $116 Million

FT. LAUDERDALE POLICE HEADQUARTERS


PALM BEACH COUNTY JAIL, COURTS, ADMIN

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HOLLY LOEFFLER

PROJECT EXECUTIVE

EDUCATION AND AFFILIATIONS

University of Florida, Bachelor of Science in Civil Engineering; Minor in Business Administration

LICENSES AND REGISTRATIONS

OSHA 10

EIT Certified, National Council of Examiners for Engineering and Surveying

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Chair of the Legislative Committee and Board Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

12 Years

RESPONSIBILITIES AND EXPERIENCE

As a Project Executive, Holly is responsible for overseeing the construction operations of projects. She works closely with the project staff to ensure the overall success of the project during preconstruction, construction, and closeout phases.

Holly has 12 years of construction experience managing a diversity of projects. **She is skilled in preconstruction, negotiation, budgeting, value engineering, and strategic planning.** Holly also has a strong commitment to mentorship, working with non-profit organizations and has led an employee resource group whose focus is on identifying and developing talent in young professionals. She is a Broward County resident and has spent her career in South Florida, bringing with her strong, local relationships.

PROJECT EXPERIENCE

Federal Office Building - FBI
Miramar, FL | Confidential

Fort Lauderdale New Concourse A & Terminal 1 Renovation
Fort Lauderdale, FL | 399,661 SF | $286 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF | Confidential

Brightline West Palm Beach Station
West Palm Beach, FL | 60,000 SF | Confidential

RIVR Lofts
Fort Lauderdale, FL | 499,905 SF | $87 Million

RIVA
Fort Lauderdale, FL | 561,458 SF | $82 Million

Adagio Fort Lauderdale Beach
Fort Lauderdale, FL | 185,000 SF | $38 Million

The Six 13
Fort Lauderdale, FL | 222,257 SF | $27 Million

Aura Delray Beach
Delray Beach, FL | 383,000 SF | $64 Million

The Bohemian
Lake Worth, FL | 301,213 SF | $33 Million

The Mid
Lake Worth, FL | 239,580 SF | $31 Million

FEDERAL OFFICE BUILDING | FBI © ARCHITECT MAGAZINE

FLL CONCOURSE A AND TERM 1 RENOVATION

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JOSH DRYER

PROJECT MANAGER

EDUCATION AND AFFILIATIONS

University of Cincinnati, Bachelor of Science in Civil Engineering

LICENSES AND REGISTRATIONS

OSHA 30

Associated Builders and Contractors, Florida East Coast Chapter (ABC), Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

8 Years

RESPONSIBILITIES AND EXPERIENCE

As Project Manager, Josh is responsible for overseeing construction projects from preconstruction to closeout. He works closely with project staff to ensure the success and timely delivery of the project. His duties include project management, development and implementation of the schedule and logistics plan, cost, quality, and safety controls, contract administration, and owner and trade contractor negotiations.

Josh has more than eight years of experience in the construction industry, all of which are with Moss. He has worked on South Florida multi-family and transportation projects. **He maintains Moss' quality and workmanship standards, while adhering to the client's budget and project schedule.** His expertise in construction management is evident in his detailed communications with stakeholders.

PROJECT EXPERIENCE

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF | Confidential

Fort Lauderdale New Concourse A & Terminal 1 Renovation
Fort Lauderdale, FL | 399,661 SF | $286 Million

575 Rosemary Apartments
West Palm Beach, FL | 498,260 SF | Confidential

Maizon at Brickell
Miami, FL | 403,479 SF | $56 Million

The Bohemian
Lake Worth, FL | 301,213 SF | $33 Million

The Mid
Lake Worth, FL | 239,580 SF | $31 Million

BRIGHTLINE FT. LAUDERDALE STATION

FLL TERMINAL 1

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ANDY MCCRIGHT

GENERAL SUPERINTENDENT

EDUCATION AND AFFILIATIONS

Florida International University, Bachelor of Science in Civil Engineering

LICENSES AND REGISTRATIONS

OSHA 500

OSHA 30

Associated Builders and Contractors, Florida East Coast Chapter (ABC), Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

33 Years

RESPONSIBILITIES AND EXPERIENCE

As a General Superintendent, Andy is responsible for supervising all of the work that our firm places in the field, including that of our trade contractors. Additional duties include managing all site quality and safety issues, on-site schedule management, staging and logistics planning, trade contractor coordination, and jobsite record-keeping. In general, our superintendents have the authority to speak and make field-level decisions for our firm.

Andy has 33 years of construction experience and has worked on a variety of project types including hospitality, multi-family, education, transportation, and government facilities. **He has a proven track record of delivering exceptional quality projects and delighting owners and stakeholders.**

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF | $120 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF | Confidential

GSA U.S. Citizenship and Immigration Service Center - Oakland Park
Oakland Park, FL | 109,000 SF | $15 Million

GSA U.S. Citizenship and Immigration Service Center - Central Miami
Miami, FL | 132,009 SF | $21 Million

Orion Jet Center FBO Terminal & Hangars
Opa Locka, FL | 117,173 SF | $25 Million

FIU Parkview Hall Phase II
Miami, FL | 300,000 SF | $71 Million

NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | $43 Million

RIVR Lofts
Fort Lauderdale, FL| 499,905 SF | $87 Million

RIVA
Fort Lauderdale, FL | 561,458 SF | $82 Million

4 West Las Olas
Fort Lauderdale, FL | 311,999 SF | $59 Million

Adagio Fort Lauderdale Beach
Fort Lauderdale, FL | 185,000 SF | $38 Million

FORT LAUDERDALE POLICE HEADQUARTERS

GSA U.S. CITIZENSHIP & IMMIGRATION CENTER

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JONATHAN MOGOLLON

SUPERINTENDENT

EDUCATION AND AFFILIATIONS

Universidad Autonoma de Nuevo Leon, Mexico

YEARS EXPERIENCE

23 Years

LICENSES AND REGISTRATIONS

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

RESPONSIBILITIES AND EXPERIENCE

As Superintendent, Jonathan works closely with Andy and is responsible for supervising all of the work that our firm places in the field, including that of our trade contractors. He is responsible for managing all site quality and safety issues, on-site schedule management, staging and logistics planning, trade contractor coordination, jobsite record keeping, and self-performed work. In general, our Superintendents have the authority to speak and make decisions for the firm.

With 23 years of experience, and 13 years with Moss, Jonathan brings established, quality relationships with trade contractors to your project. He has worked on high-profile transportation, education and multi-family projects in Fort Lauderdale and throughout the South Florida region.

PROJECT EXPERIENCE

NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | $43 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF | Confidential

Brightline West Palm Beach Station
West Palm Beach, FL | 60,000 SF | Confidential

Adagio Fort Lauderdale Beach
Fort Lauderdale, FL | 185,000 SF | $38 Million

FIU Tamiami Hall
Miami, FL | 300,000 SF | $71 Million

FIU Parkview Hall & Parking Garage
Miami, FL | 259,771 SF | $40 Million

Orion Jet Center FBO Terminal & Hangars
Opa Locka, FL | 117,173 SF | $25 Million

Divine Savior Academy
Doral, FL | 86,900 SF | $15 Million

5300 Paseo Condominium
Doral, FL | 285,614 SF | $40 Million

Residence Inn by Marriott
West Palm Beach, FL | 107,966 SF | $21 Million

NSU, GUY HARVEY OCEANOGRAPHIC CENTER

BRIGHTLINE FT. LAUDERDALE STATION

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RAFAEL TINEO

DIRECTOR OF ENVIRONMENTAL HEALTH & SAFETY

EDUCATION AND AFFILIATIONS

Columbia Southern University, Masters of Science in Occupational Health and Safety

Wentworth Institute of Technology, Bachelor of Science in Construction Management

LICENSES AND REGISTRATIONS

OSHA 502

OSHA 500

OSHA 30

CPR/First Aid Certified

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

26 Years

RESPONSIBILITIES AND EXPERIENCE

Rafael serves as the Director of Environmental Health & Safety and is responsible for overseeing Moss' safety, health, and environmental program at the project level. **He conducts health, safety, and environmental reviews on our projects to ensure compliance with company and government-regulated standards.** Rafael works with project teams to implement appropriate loss control and reduction activities to prevent occupational injury/illness-related losses.

With 26 years of experience in the construction industry, Rafael is an experienced safety professional. He focuses on the development and delivery of mandated safety and quality assurance programs across multiple disciplines. As an energetic, hands-on professional, he collaborates with management and site construction teams to provide specific programs that ensure the safety and health of all workers.

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF
$120 Million

GSA U.S. Citizenship and Immigration Service Center - Oakland Park
Oakland Park, FL | 109,000 SF |
$15 Million

Broward County Airport/Seaport/EMS Fire Station/Logistical Warehouse #1
Fort Lauderdale, FL | 182,663 SF |
$13 Million

Broward County West Park/Pembroke Park Fire Station #27
West Park, FL | 11,601 SF | $6 Million

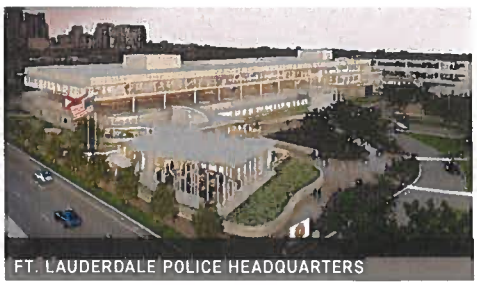
NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | $43 Million

Port Everglades Southport Turning Notch Expansion and Southport Crane Rail Infrastructure Improvements
Hollywood, FL | $458 MIllion

Fort Lauderdale New Concourse A & Terminal 1 Renovation
Fort Lauderdale, FL | 399,661 SF |
$286 Million

SBBC, Apollo Middle School Modernization
Hollywood, FL | 41,086 SF | $14 Million

SBBC, Boulevard Heights Elementary School Renovation
Hollywood, FL | 18,484 SF | $9 Million



FT. LAUDERDALE POLICE HEADQUARTERS

BROWARD COUNTY WEST PARK FIRE STATION

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JUAN AGUERREVERE

VDC SENIOR PROJECT MANAGER

EDUCATION AND AFFILIATIONS

Florida International University, Bachelor of Science in Construction Management

Florida International University, Bachelor of Arts in Business Administration; Minor in International Business

Miami Dade College, Associate of Art in Business Administration

LICENSES AND REGISTRATIONS

Autodesk® University

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

21 Years

RESPONSIBILITIES AND EXPERIENCE

As a VDC Senior Project Manager for Moss, Juan is responsible for analyzing the BIM requirements of the project and implementing an execution plan. He collaborates weekly with owners, architects, engineers, subcontractors, and the Moss project team to ensure the BIM model is comprehensive and includes all construction systems and building components for coordination and constructability. He contributes to and oversees, the development of cost-effective constructible models.

Juan has worked on many types of projects ranging from multi-unit buildings to government facilities during his nine years at Moss. **He creates detailed 3D models for decision-making, which is essential for most projects, given their high level of complexity.** Clash detection is used to identify and resolve conflicts should they arise before the start of construction. Juan has advanced proficiency in BIM, Autodesk®, Revit®, Navisworks®, AutoCAD®, 3D Planner, Procore, and OpenSpace.

PROJECT EXPERIENCE

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF | Confidential

Brightline West Palm Beach Station
West Palm Beach, FL | 60,000 SF | Confidential

Pinellas County Jail Upgrade
Clearwater, FL | 138,998 SF | $77 Million

VOX Miami Student Housing
South Miami, FL | 193,250 SF | $36 Million

Clemson Genetics Center
Greenwood, SC | 17,000 SF | $6 Million

FIU Wellness & Recreation Center
Miami, FL | 67,000 SF | $21 Million

Auberge Beach Residences & Spa
Fort Lauderdale, FL | 1,036,301 SF | $184 Million

RIVA
Fort Lauderdale, FL | 561,458 SF | $82 Million

4 West Las Olas
Fort Lauderdale, FL | 311,999 SF | $59 Million

Adagio Fort Lauderdale Beach
Fort Lauderdale, FL | 185,000 SF | $38 Million

BRIGHTLINE FT. LAUDERDALE STATION

PINELLAS COUNTY JAIL UPGRADE

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BRETT PORAK

VP, PRECONSTRUCTION

EDUCATION AND AFFILIATIONS

Florida Atlantic University, Master of Business Administration in Business

University of Florida, Bachelor of Science in Building Construction

LICENSES AND REGISTRATIONS

LEED AP BD+C

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

25 Years

RESPONSIBILITIES AND EXPERIENCE

As Vice President, Preconstruction, Brett is responsible for overseeing all aspects associated with budget management during the preconstruction phase of a project. His duties include oversight of the conceptual and detailed estimating, in-house take-offs, documentation and scope review, value analysis, trade contractor prequalification and solicitation, and comparison and cost model reporting.

Brett has 25 years of construction industry experience, the last 12 years with Moss. **He is an expert in providing cost estimating management for projects with tough logistical constraints.** Brett's diverse experience —concentrated in South Florida— includes mixed-use, multi-family, healthcare, education, retail, government, office, hospitality, and resort facilities.

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF
$120 Million

Fort Lauderdale New Concourse A & Terminal 1 Renovation
Fort Lauderdale, FL | 339,661 SF |
$286 Million

Port Everglades Southport Turning Notch Expansion and Southport Crane Rail Infrastructure Improvements
Hollywood, FL | $458 Million

Port Everglades Terminal 25 Expansion
Hollywood, FL | 157,800 SF | $97 Million

Port Everglades Terminal Improvements 2 19 21 26
Fort Lauderdale, FL | 357,000 SF |
$55 Million

NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | $43 Million

Seminole Tribe of Florida - Hollywood
Hollywood, FL | $2 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF |
Confidential

Brightline West Palm Beach Station
West Palm Beach, FL | 60,000 SF |
Confidential

South Florida Water Management District - Environmental Services Laboratory Building
West Palm Beach, FL | $8 Million

Miami Dolphins Training Facility
Miami Gardens, FL | 250,000 SF |
$116 Million

FT. LAUDERDALE POLICE STATION HQ

PORT EVERGLADES TURNING NOTCH

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LI LI

ESTIMATOR

EDUCATION AND AFFILIATIONS

University of Florida, Master of Science in Building Construction

Huazhong University of Science & Technology, Bachelor of Science in Civil Engineering

LICENSES AND REGISTRATIONS

LEED AP

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

34 Years

RESPONSIBILITIES AND EXPERIENCE

As Preconstruction Chief, Li is responsible for managing and coordinating all aspects associated with budget management during the preconstruction phase of a project. Her duties include conceptual and detailed estimating, in house take-offs, documentation and scope review, value analysis, subcontractor prequalification and solicitation, and comparison and cost model reporting.

Li has 34 years of construction industry experience, the last 18 with Moss. **She is considered an expert in providing cost estimating management for large, technically challenging projects including government projects and scientific laboratories.** Her knowledge and relationships with various local governing agencies and trade contractors provide great value.

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF
$120 Million

City of Lauderhill Municipal Complex Phases 1 & 2
Lauderhill, FL | 41,290 SF | $13 Million

GSA U.S. Citizenship and Immigration Service Center - Central Miami
Miami, FL | 132,009 SF | $21 Million

GSA U.S. Citizenship and Immigration Service Center - Hialeah
Hialeah, FL | 45,542 SF | $13 Million

GSA U.S. Citizenship and Immigration Service Center - Oakland Park
Oakland Park, FL | 109,000 SF |
$15 Million

NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | $43 Million

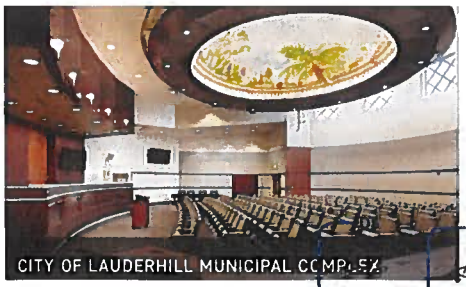
Seminole Tribe of Florida - Hollywood
Hollywood, FL | $2 Million

Fort Lauderdale New Concourse A & Terminal 1 Renovation
Fort Lauderdale, FL | 399,661 SF |
$286 Million

Marion County Judicial Center Expansion
Ocala, FL | 158,038 SF | $35 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF |
Confidential

FT. LAUDERDALE POLICE HEADQUARTERS


CITY OF LAUDERHILL MUNICIPAL COMPLEX

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PATRICK DELATOUR

SENIOR PROJECT MANAGER

EDUCATION AND AFFILIATIONS

University of Florida, Bachelor of Science in Building Construction

LICENSES AND REGISTRATIONS

Certified Florida General Contractor

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

34 Years

RESPONSIBILITIES AND EXPERIENCE

As Sr. Project Manager, Patrick is the primary on-site administrative leader who works closely with the team to ensure the overall success of the project during the preconstruction, construction, and closeout phases. In his role, he oversees day-to-day contract administration; enforces implementation of safety programs; and develops, monitors, and updates project schedules and costs to ensure overall compliance with approved budgets.

Throughout his 34 years of experience in the industry, Patrick has managed the construction of projects in several sectors including government, multi-family residential, education, office, mixed-use, and medical. **In addition to his diverse portfolio of project experience, he has extensive knowledge of LEED and sustainable building techniques.**

PROJECT EXPERIENCE

North Dade Government Center Office Building
Miami, FL | 15,500 SF

NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | $43 Million

South Florida Water Management District - Environmental Services Laboratory Building
West Palm Beach, FL | 130,000 SF | $8 Million

UM, Marine Technology And Life Sciences Seawater Research Building
Miami, FL | 86,000 SF

UM, Biomedical Research Building
Miami, FL | 178,263 SF | $72 Million

UM, Central Energy & Chilled Water Plant & Parking Garage
Miami, FL | 551,000 SF | $68 Million

Ryland Group Headquarters
Columbia, MD | 107,500 SF

Alina Condominium Phase 2
Boca Raton, FL | 835,000 SF | $249 Million

575 Rosemary Apartments
West Palm Beach, FL | 498,260 SF | $132 Million

700 Eleventh Street
Washington, DC | 500,000 SF

NSU GUY HARVEY OCEANOGRAPHIC CENTER

ALINA CONDOMINIUM PHASE 2

EXHIBIT G

CONSTRUCTION MANAGED AT RISK –QUALIFICATIONS AND CLARIFICATIONS

[Insert Qualifications, and Clarifications]

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Hollywood Police Headquarters
Hollywood, Florida

MOSS

90%CD GMP

Assumptions & Clarifications **April 17, 2024**

The intent of these Qualifications and Assumptions is to provide a supplemental scope and cost control guide. They are also included to further the Owner's understanding of what is included in the scope of this project based on Moss & Associates interpretation of the project's intent.

General Clarifications

1. Moss has assumed that all permits, impact fees, and assessments will be paid for by the Owner and therefore are not included in this proposal.

2. Moss does not include the removal, abatement, and disposal of any hazardous and/or contaminated materials outside of the Soil Management Plan. All environmental testing and determinations regarding contaminated materials is considered to be the responsibility of the Owner's environmental engineering consultant.

3. The Contract Sum and GMP does not include any sum for changes in laws, taxes, tariffs or other similar charges that are not in effect as of the date of this Agreement. Any increased costs or delays that may be incurred as a result of changes in such laws, taxes, tariffs or similar charges. In addition, if the impact of changes in laws, taxes, tariffs or other similar charges, results in delays, the Contractor/Construction Manager will be entitled to a commensurate extension of the Contract Time and adjustment to the Contract Sum/GMP to accommodate for same.

4. Moss has not included the costs associated with a dedicated full time, on-site threshold inspector to perform all inspections. However; Moss's construction schedule timeline is contingent upon having a threshold inspector as required on-site for the duration of the construction of the building structure.

   CMAR assumes Building and Garage components can also have Notices of Acceptance, Florida Building Code product approval, and/or rational analysis as needed for Code compliance.

5. The Cost of Work is based on use of all Open Shop trade labor. No labor agreements or restrictions are included. Prevailing wage rates, small business, minority owned business or other restrictions have been excluded.

6. The following items are assumed to be by Owner, and we are currently excluding them in our price; however, we can support in management of any of the following items upon request.
   a. Temporary Utilities: This includes but is not limited to
      i. Water meter and usage
      ii. Sewer usage
      iii. Electrical provisions, meter, transformer, and usage charges
   b. Permanent Utility Meter/Usage/ Connection Fees
      i. Cost to furnish and install transformers and associated feeders by FP&L for permanent power services. Moss will install feeder primary conduits supplied by FPL to existing FPL Power Pole as shown on Plan E020.
      ii. Cost for Internet and cable provider provisions to the property inclusive of their cabinet requirements. Construction Manager to install ductbanks to Handhole LVHH-8 as indicated on Plan T010.

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c. Design Fees
d. Third party & Agency Testing / Inspections
e. Threshold or special inspection fees; re-inspections to be by CMAR as required by Contract Documents.
f. Exterior envelope, insulation, roofing, waterproofing, and mold consultants are all by owner where required.
g. Commissioning agents, testing, and reporting
h. DERM fees or processing fees associated with the Civil Submission
i. Water and Sewer permitting/usage fees associated with the Civil Submission (Certifications are included)
j. Any Surveys/Soil Borings, Testing & Report/Materials testing. As-Built Surveys to be provided by CMAR.
k. Demucking
l. Environmental Studies
m. Geotechnical investigation
n. CMAR will provide irrigation coverage heads in the Right of Way as indicated in the Irrigation Plan, however, upgrades for the existing irrigation in the Existing Road Islands or for the existing Golf Course are excluded.
o. Right-of-way permits and associated fees
p. Leasing/easements and associated surveying
q. Road or Sidewalk Usage Fees
r. Unforeseen Conditions / Site Remediation
s. Testing/Excavation and disposal of any contaminated, and unsuitable materials other than indicated in the Soil Management Plan.
t. Hazardous Materials Inspections /Testing
u. Air quality monitoring
v. Radon Testing and or Mitigation
w. Contaminated Groundwater Handling / Abatement
x. Hazardous Materials Handling / Abatement
y. The FDEP (Florida Department of Environmental Protection) Army Corps. Of Engineers, and the FWMD (Florida Water Management District) and any other environmental permits (dewatering, ERP, wells, etc.) are to be secured by owner. The cost of any fees is excluded from this Contract Sum. CMAR will acquire NPDES Permit.
z. The SWPPP (Storm Water Pollution Prevention Plan) associated with the NPDES permits shall be developed by owner. The cost of any fees is excluded from this Contract Sum.
aa. The cost of third party inspections performed under an NPDES permit is excluded from this Contract Sum. It assumed the maintenance logs maintained at the site will be sufficient.
bb. DOT permits are excluded and shall be furnished by Owner.
cc. DERM Permit fees are excluded and shall be furnished by Owner.
dd. Property survey and description
    i. This GMP includes final survey, civil as-builts, and elevation certificates
ee. FF&E, including installation or unloading. This includes but is not limited to the items listed below:
    i. Desks and other moveable furniture items.
    ii. Owner and/or Architect trailers/furniture/computers
    iii. Mop & Broom Holders / Housekeeping Carts

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iv. Floor Machines – Scrubbers, Buffers, Vacuum, etc.
v. Cafeteria Kitchen Equipment/Fitness Equipment
vi. Residential Appliance (Microwave, Refrigerators, Coffee Makers, Free Standing Ice Makers, Washing Machine & Dryers)
vii. Athletic Equipment: new and relocation from Existing, etc.
viii. Warm Kitchen Freezer and Refrigerator
ix. Other Low Voltage - Owner Provided Equipment, Credentials-Cards, Cell DAS, TVs, Electronic Access Control Servers & Software, Servers & Equipment
x. Heavy Duty Storage Shelving / Utility Shelving that is not included in high density shelving allowance.
xi. Ammunition containment / armory equipment
xii. Kennel Cages
xiii. Bicycle Storage in Garage
xiv. Detention Equipment not listed on Plan A904.
xv. Cold Storage Environmental Chamber
xvi. Fume Hoods and Lab Equipment/Fume Hood Base Steel Cabinets & Countertop
xvii. Waste Receptacles

ff. Owner 'soft costs'
gg. Police Officer for off-duty project site security or traffic control unless required in a specific MOT.
hh. Owner Marketing Signage
ii. Site Security Guard
jj. Badging, fingerprinting, or other security measures that may arise from building a government building.
kk. Relocation from Existing Headquarters
ll. Security barriers not explicitly shown on plans.
mm. Roof Davits
nn. Buy American or Buy America Act Requirements
oo. Specification Section 051516 Vehicular Barriers (Metal vehicular stranded guardrails) is excluded, as none are shown. Precast Concrete is being used for vehicular barriers.
pp. Specification Section 078123 Intumescent Fireproofing is not applicable and excluded per response to RFI PRE-009.
qq. Specification Section 101410 Photoluminescent Egress Systems is not applicable and excluded.
rr. Specification Section 321823 Athletic Court Surfacing is not applicable and exclude. Per response to RFI PRE-019, the flooring at the Outdoor Wellness Area will be 096566 Resilient Athletic Flooring.
ss. Radio Tower Deep Foundation, Concrete Footing, Tower Structural, Electrical and Low Voltage system, etc.

7. The GMP and project schedule is based on Moss's site logistics plans. CMAR will return the adjacent remaining driving range area to level ground (not sodded). We will work with the City (Parks and Recreation) to coordinate mowing lawn as needed throughout the construction period.

8. Seismic requirements are excluded.

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9. ALL Allowances included in the Qualification and Assumptions and the List of Allowances are assumed to include costs for Material including Waste, Freight, Taxes, and Installation, including any additional materials and equipment required for the installation of the final selected product, unless otherwise specifically noted in the allowance list.

10. Moss has assumed that adequate parking, staging, laydown, and areas for a trailer compound will be available at the adjacent offsite property for the duration of construction.

11. Moss assumes that vibration monitoring and photo documentation of neighboring properties will be provided at the cost of the owner.

12. Although the following documents have been received and reviewed, it is the understanding of the contractor that all recommendations and directions given within these documents has made its way to the plans and specifications.
    a. Traffic Impact
    b. LEED Energy Performance Summary
    c. Leed Narrative
    d. Leed Spec Checklist
    e. Commissioning Plan
    f. Fire Flow Test Results
    g. Drainage Report
    h. HVAC Cooling and Heating load calculation
    i. Energy calculations
    j. Structural calculations
    k. HPD Geotechnical Engineering Study

13. This contract assumes work can be performed Monday- Saturday 7AM-7PM. During the course of construction and starting at 5:30AM during concrete placement. If an unforeseen issue arises that restricts work hours, the Owner and the Contractor will work together with the city to reinstate these working hours. If these attempts are not successful, the Owner and the Contractor will mutually agree on a schedule moving forward.

14. Owner understands that costs associated with vandalism and theft will be carried and reimbursed under the Owners insurance policy.

15. We have included an Allowance of $500,000 for incorporating the 100% Documents, for which we will use the Narrative to reference changes in the Plans. For all other Contract Document changes, specifically to the Plans, must be "clouded" by the Architect and other design consultants. Clear and concise written narratives describing changes shall be included. Contractor shall not be responsible for any associated additional costs arising from the designer's failure to accurately identify changed conditions on the Contract Documents or subsequently issued documents. It is agreed and understood that changes not "clouded" and therefore not included in REV pricing will be priced on an individual, change-order basis at additional cost, unless identified and priced within the change order.

16. The GMP excludes the relocation, root cutting, pruning, and/or replacement of existing trees and plants that are not indicated to be removed per the Tree disposition plan.

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17. All items marked in these qualifications as excluded and/or not included, are understood to imply that all additional costs associated with this work are by owner.

18. Moss understands that there is a city ordinance restricting the use of Styrofoam and single use plastic containers. Moss will make best efforts to reduce/eliminate the use of these items on the project.

19. This project includes BIM coordination. It is understood that all design professionals this is affecting will be present for coordination meetings.

20. The use of Multivista has been included for the following services:
    a. Underground Utilities Exact-Built
    b. Site Survey Exact-Built
    c. Interior Progression
    d. Exterior Progression
    e. MEP Exact Build
    f. Drone Exterior Progression
    g. Drone Pre Slab Exact Built
    h. Webcam services are not included.

Specification Division 00 & 01

1) The following Division 0 and Division 1 specifications *are not included* as they are already defined in the Construction Manager-At Risk Contract, the CMAR General Conditions, or are indicated to be developed by the Construction Manager during the project.
   a) 012100 Allowances- See CMAR Agreement for Allowances Exhibit
   b) 012300 Alternates- See CMAR Agreement for Alternates Exhibit
   c) 012900 Application for Payment – See Article 8
   d) 013100 Project Management & Coordination – See Article 3
   e) 013300 Submittals- See Article 3.7
   f) 017300 Execution- See Article 3

2) The following Division 0 and Division 1 specifications are not included as they *were listed in the Specifications Table of Contents but not actually included* in the Documents:
   a) 013201/013216 Project Schedule; See comments regarding 013200 below, which includes Schedule
   b) 014529 Structural Testing and Inspections; we acknowledge that Plans describe Testing and Inspections
   c) 016116 Florida Product Approval Requirements
   d) 099120 Pavement Marking; we acknowledge the scope of this work is indicated in the Plans

3) Separate document with Project Schedule specifications. 01310 / 01311
   a) This section refers to preliminary, final, and official schedules. Clarification on this section is that the schedule provided as an Exhibit to this contract is the Final and Official Baseline Schedule.
   b) Part 2-1 -C and D is not included and should be struck through.
   c) Part 2-3-A this is not included. Milestone dates are based on Officially Baseline Schedule.

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d) Part 2-3 B shall be modified to allow for any critical path activity that has fallen behind by 21 days, ILO any activity and a 14 day deviation.
e) Part 2-3-C this is excluded and the contract terms will apply.

4) 013200 - Construction Progress Documentation
   a) Schedule Requirements – costs for an industry standard CPM schedule is included. Cost loading and resource loading are not included.
   b) The Float shall be available for the use of the Construction Manager until at least 80% construction completion or all major equipment is on site, whichever occurs later.
   c) Daily Reports – costs for an industry standard daily report is included. Detailed daily report as specified can be included at additional costs.
   d) Special Reports- Special Reports are excluded, as there is no specific type of report indicated and because "unusual" events are already incorporated in the other reporting methods such as daily reports and meeting minutes.
5) 017823 - Operation And Maintenance Data
   a) Industry Standard Operation and Maintenance Data is included. Operation and Maintenance Data shall be manufacturers' provided operation, maintenance and instruction manuals.
   b) Separate Emergency Manuals are not included. Emergency procedures will be covered as included in the manufacturers' provided operation, maintenance and instruction manuals.

6) 017839 - Project Record Documents
   a) Preparation of as built or record documents in AutoCAD is not included. As-built and/or record drawings shall be prepared as PDFs. Also, as built conditions will be indicated on the BIM model.
   b) The recording of "locations of concealed internal utilities" and "information on the Work that is shown only schematically" shall be as included in the BIM model.

7) 017900 - Demonstration And Training
   a) Industry Standard operation and training is included. Operation and training shall be based on manufacturers' provided operation, maintenance and instruction manuals. Facilitator, Professional Videographer, Instruction Program, is not included.
8)

DIVISION 3 – CONCRETE

1. This GMP includes "Class B" finish and a "Class C" finish where concealed in accordance with ACI 117. Concrete inherently cracks as it cures and no "crack mitigation" or epoxy injection has been included. Natural cracking of concrete within tolerance is expected and Moss has assumed that the Structural Engineer has designed within the tolerances as required in ACI 318 AND has discussed with ownership if they should require any additional reinforcement that may be required to control crack widths to meet owner's expectations AND incorporated into the design to sufficiently meet expectations as described in ACI 224R.

2. Silica Fume and DCI or similar corrosion inhibitor is excluded in the concrete mix designs for parking floors, ramps, driveways, exposed topping, and sidewalks since it is not specified.

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3. The requirement for concrete material at time of placement to be under 90 degrees F is excluded as well as hot weather concreting requirements per ACI 305.1.

4. When structural and architectural drawings do not match, the structural drawings take precedence, unless notes otherwise in the qualifications or RFI responses.

5. The following items are not applicable to this project:
   a. Pour Strips
   b. Puddling of concrete at column locations
   c. Epoxy, MMFX and/or Grade 100 rebar
   d. Wet curing
   e. Mud slabs
   f. Hydrostatic slabs

6. An allowance of $2,000 for a Concrete Box to contain a 30-gallon Neutralization Tank at 2nd floor Training Room is included.

7. We have included an Engineer Allowance for the following:
   a. An Allowance of $9,000 for 20 cy at HQ and 20cy at Garage.
   b. An Allowance of $22,000 for 5 ton at HQ and 5 ton at Garage.

8. In regard to Specification Section 033000.8.1 Curing Materials, we have excluded the curing methods of Moisture Retaining Cover and Waterborne Curing Compound that is non-dissipating.

9. We have included a Slump Limit of 5" +/- 1" in lieu of the 4 inches specified, and an Air Content of 1-2% in lieu of 6% specified.

10. Moss shall prepare concrete substrates to meet the requirements of the roofing contractor and per the roofing manufacturer's representative inspections. The work shall be done sufficiently for the roofing, in lieu of grinding *all* concrete surfaces per Note 24 on Plan A154.

DIVISION 3 – STRUCTURAL PRECAST GARAGE

1. Using local limestone aggregates, dye, local sand and cement for color.

2. Galvanized reinforcing bars are excluded.

3. Hot dipped galvanized connection hardware is included.

4. Reinforcement Notes and Typical Precast Details for the Structural Precast Garage will be taken into consideration. Reinforcement and detailing is to be designed by delegated precast engineer to meet the requirements per the EOR.

5. We have not included any stair nosing as none is indicated on the plans for the structural precast stairs.

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6. All precast is to be structural grey and painted. We have not included PCP-1 Finish (Beige Light Sandblast) for either the bridge structure of any elements of the garage.

7. Crystalline waterproofing has been excluded from all Precast Concrete. Further coordination needs to occur and an Allowance of $150,000 is included.

DIVISION 3 - ARCHITECTURAL PRECAST CONCRETE

1. 6" Architectural precast cladding to be installed with architectural mix and light sandblast in accordance with PCI MNL 117. Acid etch finish is excluded.

2. Using local limestone aggregates, dye, local sand and cement for color.

3. Back-up mix to be standard Grey. Grey backup will not be consistent in color.

4. Standard (1) 8" thick 4'x4' mock-up panel is included and will be on display at the fabricator's plant. A full size mockup of a typical panel is not included.

5. Structural load bearing precast panels have not been included. Refer to Division 5 for Allowance included for steel structure locations proposed to support Architectural Precast cladding.

6. Galvanized reinforcing bars are excluded, as none has been specified.

7. Hot dipped galvanized connection hardware is included.

8. We have not included sloping joints as depicted in several wall sections. Sloping joints is not recommended as they create complications in the forming of panels and connectivity issue in the field installation. The Precast manufacturers have included conventional 90 degree precast panel edges per their typical delegated design details.

9. We have not included concrete encasement of precast connections at the building foundations as shown in 2/A310.

10. Architectural precast panels are to be broken up into separate panels at the 3rd floor. Sections show the panels continuing to the parapet throughout which create design/engineering issues due to panel size/weight.

11. In regard to precast concrete Finishes as specified in 034500.1.8.D and Section 034500.2.7.K; the Trade Subcontractor shall have the opportunity to remediate all precast panels to meet PCI allowance standards for quality control measures.

12. Without completing the architectural concrete mix submittals and samples, we cannot verify that the Sustainable Design Action Submittal requirements for chemicals and VOCs in Section 034500.1.5 can be achieved, therefore compliance with this section of the Specification is excluded.

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13. Trade subcontractor will provide material testing per PCI standards at the Precast fabrication plant. Any additional plant testing and all field testing shall be by the Owner's Independent Testing laboratory.

14. In regard to Specification Section 034500.1.10.E, Trade Subcontractor shall only patch recess lifting hooks/hardware where exposed to view.

15. Flashing reglets that are cast into the precast panels are excluded. The Roofing trade contractor will provide all termination bars and flashing required for their system affixed onto the precast surface in accordance with their manufacturer's specifications.

16. Crystalline waterproofing has been excluded from all Precast Concrete. It is indicated as an admixture on the Plans (WP-14, Plan G006 & G007) and in Specification 071616 it is an applied slurry. We believe either application requires further considerations, therefore, an Add Alternate can be developed later prior to completing the Architectural Precast Concrete submittals in the early release package.

17. Concrete seat walls have been included as new precast concrete. Relocations of existing monuments are excluded.

DIVISION 3 – LIGHTWEIGHT INSULATING CONCRETE

1. The mixes for Lightweight Insulating Concrete are included as standard mixes from local trade contractors whose products are part of Notice of Acceptance (NOA) or Florida Product Approval systems. Accordingly, we exclude compliance with Sustainability requirements in Specification Section 035216.1.4.C.2, as customizing the standards mixes may increase costs.

2. Mesh reinforcement is excluded, as we are using standard mixes.

3. We have excluded compliance with Specification Section 035216.3.2.C.4, which required boards and slurry not to be disturbed a minimum of 24 hours before application of topcoat and reserve the right to complete the installations of both coats to prevent trapping excessive moisture or rain in the LWIC.

DIVISION 4 – CMU

1. CMU is included as normal weight block, non-moisture controlled modular size block, standard natural gray block and mortar. UL labeled materials are excluded.

2. High strength block, moisture controlled, lightweight, bullnose and/or sand finish block is excluded.

3. Precast cap at CMU are excluded.

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4. Weldable rebar is not included, excludes all welding and parging.

5. Core fill insulation is not shown and excluded.

6. Masonry U.L. labeled materials are not included.

7. Holding cells seats/Benches are included with 8" CMU supports In lieu of 6" CMU.

8. We have not included any Sound Absorbing Concrete Masonry Unit (SACMU) as mentioned in the specifications as none is indicated on the Plans.

DIVISION 5 – METALS

Structural Steel & Miscellaneous Metals

1. For the Parking Garage, are including pipe guards (12 ea.). Pipe guards are included at exam bay and Sally Port.

2. We have not included any stair nosing as none is indicated on the plans for the cast in place.

3. We have included a total Allowance of $100,000 for structural support steel that will be needed at the Architectural Precast cladding to achieve the design intent at the following conditions:
   a. Freestanding SW Arch Precast Wall (adjacent to Exam Bay, Sallyport, and Security Gate)
   b. Freestanding Arch Precast Cladding at SW Security Gate Entry
   c. North Parapet Wall at Outdoor Wellness

4. Refer to 1" Thick Stainless Steel Plate attached to precast concrete indicated on Plan A531. We anticipate this detail will be modified to incorporate a flush precast haunch and a pinned and/or epoxied flat plate.

DIVISION 6 – WOODS & PLASTICS

1. Stone type SS-03 is excluded at all pantries, as there are no "pantries" shown on the plans.

DIVISION 7 – ROOFING

Caulking & Waterproofing

1. Waterproofing behind Architectural precast panels is not shown and excluded.

2. Masterseal 581/584 has been included at Level 1 Loading Dock Exterior Soffit and Level 2 Outdoor Wellness Exterior Soffit.

3. Tremco Exo Air 230 has been included where EIFS systems at Garage Firing Range, Roof Stair #2 Overrun, Roof elevator Overrun, Level 1 Interior Sally Port is shown.

4. Tamoseal has been included as flashing at exterior rough openings.

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5. Specification section 071900 indicates water repellents however it could not be located and the drawings and will be included in the $150,000 waterproofing allowance.

Roofing, Sheet Metal, & Accessories

1. Roofing insulation system is included as a 2" LWIC over 7" EPS Board, stair stepped to attain a minimum value of R-30 and sloped ¼" per foot.

2. FTR Stress plates used to anchor membranes at penetrations and roof drains have been excluded. Spec section 07 54 16-5 KEE Roofing, Section 2.4 Accessory Materials, Part C.

3. Coverboard for wall flashings has been excluded per Spec Section 07 54 16-5 KEE Roofing, Section 2.7, Part A.

4. Discarding of all lead piping and drain flashing has been excluded since there is no existing roof per Spec Section 07 54 16-10 KEE Roofing, Section 3.6 Flashing, Part B

5. Removal of loose or deteriorated cant strips and flashings has been excluded since there is no existing roof per Spec Section 07 54 16-10 KEE Roofing, Section 3.6 Flashing, Part C.

6. Regional materials, sourcing, manufacturing, product value, product component locations and data has been excluded per Spec Section 03 52 16-1, Section 1.4 Submittals, Part C, #2 & #3

7. Mesh Reinforcement has been excluded per Spec Section 03 52 16-7, Section 2.3 Materials, Part D.

8. Reinforcement Keydeck Mesh Style No. 2160-2-1619 for fire rated systems over steel deck has been excluded per Spec Section 03 52 16-7, Section 2.3 Materials, Part I.

9. Boards and slurries that shall be left undisturbed for a minimum of 24 hours before application of topcoat has been excluded, per Spec Section 03 52 16-8, Section 3.2 Installation, Section C #4.

10. Stainless Steel Cap Metal Flashing has been excluded per Spec Section 07 62 00-1, Section 1.2, #2. Aluminum Cap Metal Flashing has been included per architectural plans.

11. Recycled Content and Regional Materials have been excluded per Spec Section 07 62 00-2, Section 1.5 Submittals, #1 & #2.

12. Metal Flashing work for a period of 10 years has been excluded Per Spec Section 07 62 00-3, Section 1.7 Warranty, Section A. All roofing assemblies have been included as a 20-year warranty.

13. Through wall flashing with sawtooth ribs at 3" intervals have been excluded per Spec Section 07 62 00-4, Section 2.2 Materials, Section #2.

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14. Soldering composed of 60% block tin and 40% pig lead and seams exposed to public view shall be 80% tin and 20% lead has been excluded per Spec Section 07 62 00-4, Section 2.2 Materials, Section #4.

15. Acid type flux for soldering stainless steel has been excluded per Spec Section 07 62 00-4, Section 2.2 Materials, Section #5.

16. Joining metal flashings except at slip joints has been excluded per Spec Section 07 62 00-5, Section 3.2 Metal Flashing Installation, Section #D.

17. Soldering of tin metal edges and metal flashings has been excluded per Spec Section 07 62 00-5, Section 3.2 Metal Flashing Installation, Section #E.

18. Slot Reglets, hook dams, or turn ups have been excluded per Spec Section 07 62 00-5, Section 3.2 Metal Flashing Installation, Section J Reglets, #2, #3, & #4.

Intumescent Paint

1. Spray-on Fireproofing and Intumescent paint are not shown and excluded.

Firestopping & Firesafing

1. Firestopping system is included at top of CMU walls underneath slab as follows: Install an approved fire stop system with STI products in order to achieve three (3) hour fire rating on all rated CMU head of wall at Headquarters and in the Parking Garage using UL-tested systems.

DIVISION 8 – DOORS, HARDWARE & GLAZING

Doors & Hardware

1. CMAR acknowledges there are some conflicts existing between door and hardware specifications, schedules, Plan Notes, life safety requirements, and controlled access requirements. The CMAR will obtain final input with 100% CDs and complete the coordination of the documents using the Allowance allocated.

2. All exterior opening NOA approvals have been excluded, FBC approval has been included per matrix on door schedule sheet A901. Per Spec Section 08 11 13-4 Steel Doors and Frames, Section 1.5 Quality Assurance, Section H, #2.

3. Ceiling Struts 3/8" thick by 2" wide steel has been excluded per Spec Section 08 11 13-5, Section 2.4 Frames, Section, #9 Jamb Anchors, #13.

4. Spec Section 08 11 13-10, Section E Security Hollow Metal Doors is assumed to reference to Detention Grade Openings.

5. Manufacturers that are certified and listed by AWI & QCP qualified have been excluded per Spec Section 08 14 16-3, Section #1 & #2.

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6. Room Match and Blueprint Match doors have been excluded per Spec Section 08 14 16-5, Section #6 & #7.

7. Doors to be field painted shall have MDO face has been excluded per Spec Section 08 14 16-5, Section #H.

8. Opaque Finish for doors to be field painted has been excluded per Spec Section 08 14 16-6, Section 2.4 Shop Finish, Section #B.

9. Assemblies by C.R. Laurence have been excluded, assemblies have been included as manufactured by Kreiger Specialty Products. Per Spec Section, 08 34 53-5, Section 2.2 Manufacturer, Section #A.

10. TSS BR Window Systems has been excluded, assemblies manufactured by Krieger Specialty products have been included. Per Spec Section 08 56 53-3, Section 2.2 Security Window, Section #B.

Storefront, Window, Glass & Glazing

1. Storefronts, Windows, and Curtain Walls have certain proprietary and/or pre-tested components that may vary between manufacturers; therefore, it shall be allowable for some characteristics to deviate from the Specifications depending on the trade partner awarded the Work. The exact characteristics of these systems will be determined with the Owner and Design Team prior to awarding the Work.

2. Exterior Aluminum Finish has been included as 2-coat Kynar.

3. Ballistic doors with Sidelite and Transaction window systems have been included as Total Security Ballistic Solutions.

4. Bluemax protection has been included on exterior glass only.

5. Attic stock is excluded.

Overhead Doors

1. Loading Dock Leveler has been included as PentaLeveler Model #EDML 78" wide, Gray, 30,000lbs capacity.

DIVISION 9 – FINISHES

Stucco & Cement Coating

1. Specification section 092613 Veneer Plastering is excluded, as there was no veneer plastering shown on the plans.

2. The stucco systems included do not have any metal lath components.

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3. Stucco over CMU is included in lieu of EIFS at the Sally Port north wall, HQ roof elevator, and HQ roof stair.

4. Hunter XCI System including Stucco, sheathing, and insulation at Garage Firing Range Shear wall is included ILO EFIS System.

Drywall

1. Standard skim coat is included around the concrete round columns at the Lobby and Admin Conference Room in lieu of venetian plaster.

2. We have included drywall ceilings constructed with a Drywall Ceiling Grid System with one layer of 5/8" drywall. Note that we are not using the black iron and hi-hat system on this project as show onA942.

3. We have provided security ceiling with Maximum Security Mesh ASM.75-9F, black iron and hi-hat system as shown on A942.

Acoustical Ceilings

1. Ceiling type AC-07 is included at the K-9 are in lieu of AC-06, as AC-07 is shown on the plans, despite AC-06 being shown on the finish schedule.

Painting, Coating & Wall Covering

1. Fire sprinkler piping at the garage is included as galvanized and will not be painted.

2. Painting of the parking garage's interior concrete walls, ceilings, and columns is excluded.

3. The architectural precast panels at the Headquarters Building will not receive any sealers or paint.

Tile and Stone

1. The specified TL-12 and TL-13 Best Tile floor tile materials for the Lunch room 310 and Roofdeck have been discontinued and are no longer being manufactured. There is no inventory left in stock. We have included a $5.00/sf material Allowance tax/freight inclusive for both of these items.

Carpet & Resilient Flooring

1. Cab Floor Finish Allowance of $40,000 has been included.

DIVISION 10 – SPECIALTIES

Toilet Accessories

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90%CD GMP

Assumptions & Clarifications **April 17, 2024**

1. Items below are included in the specifications but not called out on plans therefore are excluded
    a. Baby Changing Station
    b. (TA01) Combination Paper Towel & Waste Receptacle
    c. (TA-05) Frameless Mirror
    d. (TA-07A, B) Sanitary Napkin Dispenser
    e. (TA-09) Sanitary Napkin/ Tampon Vendor Dispenser
    f. (TA-17) Underlavatory Guard Truebro
    g. Fire Hose Cabinets
    h. Hand Sanitizing Station

2. A missing Toilet Accessories Allowance of $10,000 is included.

3. (RM P133, P136, Outside of P125) -Bike Storage System - By Owner FF&E

Signage

1. Site monument signs or digital marque signs could not be found in the 90%CD drawing set of plans; therefore, they are not included.

Folding Partition

1. Included folding partitions with following details:
    a. Manufacturer: Kwik Wall.
    b. STC Rating: 52 STC

Fire Extinguishers

1. Included fire extinguishers per life safety drawings. Any additional fire extinguishers if required for TCO will need to be furnished by the owner.

Trellis and Canopies

1. Finish for Exterior Aluminum Products (UNO): Standard Solid and Mica Colors, ESP applied 2 coat / 70% PVDF or FEVE Liquid or Powder over chromium phosphate conversion coating pretreatment and specially formulated corrosion inhibiting primer. (10) year finish which meets or exceeds AAMA 2605. True metallic flake coatings are expressly excluded from this scope of work. Architect is to select from manufacturer's standard colors and gloss in lieu of custom color and gloss.

Photoluminescent Egress Systems

1. The Photoluminescent Egress System (Specification Section 101410) is excluded.

DIVISION 11 - EQUIPMENT

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90%CD GMP

Assumptions & Clarifications **April 17, 2024**

High Density Shelving

1. We have included an Allowance of $680,000 for High Density Shelving.

Shooting Range Equipment

1. Included Shooting Range equipment system by Action Target.

Lab Casework

1. The stainless steel tables in the 167 Exam Bay is excluded, as this is FF&E by owner.
2. Fume hood with Fume hood base cabinets and work tops and any required service fitting are not shown and excluded.

DIVISION 13 – SPECIAL CONSTRUCTION

1. Universal Shielding product is included at RM 329.1 RFI/EMI Shielded Room.
2. RFI/EMI Shielded Vestibule is Future Expansion and excluded.
3. Walk-in Environmental Chamber and Freezer are not shown and excluded.

DIVISION 14 – VERTICAL TRANSPORTATION

1. Elevators have certain proprietary components and shaft sizes that may vary between manufacturers; therefore, it is anticipated performance characteristics and standard finish selections will also vary depending on the manufacturer awarded the Elevators. The exact characteristics of the elevators will be determined with the Owner and Design Team prior to awarding the Work.
2. The Garage Elevator pit depth is included at 6′-10″ in lieu of 5′-0″ as indicated on the Plans.
3. Standard cab wall & ceiling finishes are included.
4. An Allowance of $40,000 is included for Cab Floor finish.

DIVISION 21 – FIRE SPRINKLERS

1. Fire Protection systems are provided as design/build to include signed and sealed drawings.
2. All piping and fittings exposed to the outside elements are galvanized per drawings and specifications.

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3. All fire sprinklers installed in finished spaces will be recessed sprinkler heads with a standard white polyester or chrome finish. All fire sprinklers installed in unfinishe d spaces will be brass heads with no finish in inside locations and nickel Teflon coated heads in outside locations.

4. No dry or pre-action systems are shown or provided. We include the Novec 1230 clean agent system for the Server Rooms as indicated in the drawings (F112, Rooms 292 & 293). Note that due to the AIM Act, 3M is discontinuing production of the NOVEC 1230 PFAS chemical by year's end 2025. Substitution of the clean agent system IG-55 Fire Suppression System in lieu of Novec 1230 is offered as a no cost change.

5. Any local ordinances or requirements governing Extra Hazard 2 Fire Protection for the Electric Vehicle Charging Stations in the parking garage are not indicated on the drawings and are excluded.

6. We are providing manual (per Fire Protection plans) in lieu of automatic (per specification section 211200) Wet-Type, Class I Standpipe System and as allowed by NFPA 13 and 14.

7. Minimum residual pressure at each hose-connection outlet will not be NPS 2-1/2 Hose Connections: 100 psig per specification 211200, 2.2 C, 1. Instead it will be minimum pressure provided by pumper truck through FDC for manual STP system.

8. We are providing Schedule 10 or 40 piping and fittings per General Note 5 on F001 of the plans, not solely Schedule 40 per specifications 211200 2.3 B and C/211313 2.2 B /211313 3.11 C.

9. Water-Supply Connections will be provided by the Civil subcontractor, not the Fire Protection subcontractor per specification 211200, 3.2 and 211313, 3.1.

10. Fire Department Connections (FDC's) shown on the plans are pedestal mounted onsite and will be provided by the Civil, not the Fire Protection subcontractor per specifications 211200 3.9 / 211313 2.6 A / 211200, 3.2 and 211313, 3.7.

11. Specification Section 211313 2.8
    a. A. Sprinklers - amended to include Reliable Sprinkler
    b. F. Sprinkler Guards - amended to include Reliable Sprinkler

12. Specification Section 213113 2.3 A Pumps - amended to include manufacturers Peerless and SPP.

13. This scope of work excludes custom painted cover plates or finishes.

DIVISION 22 – PLUMBING

1. All appliances including receiving, uncrating, and setting in place is by Owner. Water supply, drain, and electrical provisions are provided by Moss' subcontractors per the contract documents.

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2. Remote installation and piping for a fuel port for the generator is not shown on the drawings and is excluded.

3. We exclude lead shower pans indicated in Specification Section 221310.2.3. Shower pans will have a waterproof membrane in accordance with Specification Section 093000.2.9.L.

4. We have excluded Seismic Performance as indicated in Specification Section 223300.1.4.A as Seismic conditions are not an industry standard in South Florida. Remote fill and piping for the generator is not shown on the drawings and is not included.

5. The natural gas utility meter and piping beyond are excluded. The Utility provided is to install the piping up to and including the meter.

DIVISION 23 – HVAC

1. Equipment is included by Trane and is a listed "or equal" product to Daikin.

2. Permanent HVAC systems will be used during the construction phase of the project.

3. Specification Section 230500.3.5 Expansion and Contraction Provisions: this section is excluded, as these measures are not required for the piping systems on this project .

4. Specification Section 230593.3.2 Steam Systems: this Specification section is excluded, as there are no steam systems indicated for this Project.

5. Specification Section 230700 Insulation, HVAC: All references to Heat Generating Equipment, Heat Exchange Equipment, Hot Water Piping Systems, Steam Supply Piping Systems, and Hot Equipment and Related Systems are excluded as these systems are not included in this Project.

6. As indicated in Division 1 of these Assumptions and Qualifications, Moss assumes the Project is open specification and that "or equal" products that meet or exceed the design intent shall be reviewed and may be accepted in lieu of treated as "stand alone specifications". Accordingly, we reserve the right to include the following equipment system suppliers or manufacturers for the following systems:
    a. Chilled Water Treatment Systems: Acceptable Manufacturers to include Advanced Water Technology
    b. Terminal Units (VAV Boxes): Carrier
    c. Air Distribution Devices: Anemostat, Air Concepts, Air Guide
    d. Louvers (as indicated in Specification 233725): Reliable Louvers, Arrow United, Air Performance
    e. Air Purification System: AtmosAir
    f. Air Handling Units: Carrier

7. Specification Section 232113.2.2 Steel Pipe and Fittings: Seamless pipe is excluded.

8. Specification Section 232113.3.3 Expansion and Contraction: All references to provisions for expansion for piping systems are excluded.

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9. Specification Section 232113.3.15.A Protection (for Piping): Asphaltic paint for piping underground is excluded. The trade contractor will use piping that is suitable for underground installation per industry standards.

10. Specification Section 233100 Ductwork: We have included Galvanized G90 and Aluminum 3003 H-14 Ductwork where required. We exclude any stainless steel or cold rolled steel ductwork. Stainless steel ductwork is specified for Food Service Equipment Exhaust and other Special Duct Systems (fume hoods) which are not included in this Project.

11. Specification Section 23 Pipe Roller Hangers are excluded.

12. Specification Section 233300.2.6.J.1 Dampers in ducts which are exposed or located above accessible ceilings are excluded.

13. Specification Section 237313.2.10 Air Handling Units: We have excluded Stacked Dehumidification Units as none are indicated for this Project.
14. We have included an Allowance of $905,385 for the Range Ventilation System. As this is a delegated design-build item, we cannot determine the total fixed cost at this time.

15. We have included and Allowance of $75,000 for the work of other trades (supplemental fire protection changes at the baffles, additional electrical for energy recovery system, fire alarm modifications, etc.) we anticipate may be required for coordination when the Range Ventilation System design is completed.

DIVISION 26 – ELECTRICAL SYSTEM

1. This proposal includes rough-in only for Electric Vehicle Chargers. Chargers of all types are to be furnished and installed by Owner, including all Vehicle Chargers, E-bike Chargers, Van Chargers, Bearcat Chargers, Motorcycle Chargers, Speed Trailer Chargers, Message Trailer Chargers, and SUV Chargers. The only chargers we have included are integral for the Emergency Generator Batteries.

2. Fire Alarm System is based on devices as shown on the GMP documents in order to have a consistent basis for competitive pricing.

3. Grounding for Underground Distribution Systems will be by means of a driven ground rod through the manhole or handhole floor as specified, and not by supplemental driven rods and conductor before the structures are installed.

4. Pad-Mounted Transformers will be grounded by one rod in lieu of two with a ground ring.

5. Grounding is not included for Interior Metal Ducts, as it is not a local industry standard.

6. Ufer Ground (Concrete-Encased Grounding Electrode) is not included, as it is not a local industry standard.

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7. Malleable iron bodies for conductors in vertical conduit are not included.

8. Electrical Cabinets may not have removable interior panels and the key latch may not match the finish of the panelboards, as this is not standard panel manufacturer methods.

9. Concealed conduits aboveground may include EMT and PVC conduit where allowed by Code, including MC Cable concealed in ceilings and partitions.

10. LFC raceways may be used and FMT with compression fittings may be used at damp or wet locations where allowable by Code.

11. Raceways for electrical may be installed with the equivalent of four (in lieu of three) 90-degree bends, and pathways for Optical-Fiber and Communication cable may be installed with three 90-degree bends where allowable by the NEC.

12. Electrical manholes and handholes will not be waterproofed or dampproofed, in accordance with local industry standards.

13. Power raceways will be identified by alternative means, which may include painted color-coded pipe, in lieu of adhesive labels or snap-around bands.

14. Moss will make a reasonable attempt to avoid mounting conduit runs and terminations at joists in exposed ceilings, as identified in General RCP Note 6. We anticipate it will be necessary to run some raceways within the slab where possible to minimize these conditions.

DIVISIONS 27 & 28 – LOW VOLTAGE

1. We have included the infrastructure only for the Public Safety BDA system, as requested by the City.

2. UPS System equipment is included per OCI RFI #PRE-066 Response stating "UPS's need to be provided at the first rack in each IDF room. This will be the only rack with equipment."

3. Audio / Visual system in Line-up 281 and in Briefing P13 we have included 6 speakers to be coordinated.

DIVISION 31 - SITE WORK

Dewatering

1. We have not included any testing or monitoring of the water quality.
2. Dewatering Engineering and permitting costs, water quality testing and environmental testing of effluent, if required, shall be by the Owner.

Vibro-Compaction

DS GG DS kH

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1. Structural general notes on sheet S-002 indicate Vibro-Replacement to be used for ground improvements whereas Foundation recommendations in the Geotech report dated 12 May 2022, specify to use Vibro-Compaction. We have included Vibro-Compaction as a ground improvement technique per the Geotech report dated 12 May 2022 assuming this method has the capability of yielding the required 6000PSF. Vibro-Replacement can be provided as an Add Alternate and/or in the case that the soil does not yield itself to the vibro compaction method to achieve the required 6000 PSF.

2. Vibration monitoring is excluded and shall be provided by the Owner if required.

Sitework

1. Soil Management Plan dated 13 November 2023 identifies the contamination presence on site and as per directions in the soil management plan we have included the cost to relocate the contaminated soil located only outside the proposed building pad footprints under the impervious surfaces such as building pads or an asphalt or concrete paved areas. Moss will not be responsible for relocating any other contaminated soil present on site.

2. As per the Soil Management Plan dated 13 November 2023, the cost to only relocate the contaminated soil located outside the proposed building pad footprints under the impervious surfaces is included.

3. Footing size for precast monument shown on sheet A680 is different from the revised sheet S-402/detail 33 (RFI Response PRE-003). Footings for precast monument are included per the revised sheet S-402.

4. This GMP is based on current condition as-builts, if utilities are found to be in different locations/elevations additional change order costs will be required.

5. Compacted fill is provided under building pad SOG.

6. After clear and grub, this GMP does not include temporary seeding/watering of unused land.

Landscaping & Irrigation

1. All Trees, Palms, Shrubs, and Groundcovers quantities are based on the plant schedule and not the graphical representation on the plans.

2. Some landscape specimens and materials, such as Key Thatch Palm and White Fountain Grass, may not be available at local nurseries at the height or size required. Our pricing is based on the availability of these materials locally at the time of the Estimate.

3. We have included Blue Frost Rockscape Landscape boulders on the ground floor as the specified boulders are not available.

DS GG DS kH

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4. We have included an allowance of $145,720 for irrigation as irrigation plans are not designed. The irrigation is an allowance conditional to the criteria proposed by the bidders for review by the Owner and Design Team prior to award. The proposed Irrigation Budget criteria will be reviewed by the Landscape Architect of the design team prior to final selection of the Trade partner, then shop drawings will be provided for approval prior to fabrication and installation.

Security Fencing & Gates

1. Chain link fence is included as 3/8" Standard Commercial Grade 9 gauge.

2. The Ameristar Aluminum picket fence at Sally Port is not available at the height required. We have included aluminum picket fence at sally port by Fence Masters Inc

--------- End of Qualifications & Exclusions --------

DS GG DS kH

EXHIBIT H

PROJECT PRECONSTRUCTION SERVICES AGREEMENT

[Insert executed project Pre-construction Services Agreement]

DS GG DS kH

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EXHIBIT "A"

CITY OF Hollywood FLORIDA

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT
2207 Raleigh Street
Hollywood, FL 33020
Phone (954) 921-3410 Fax (954) 921-3405

CONSULTANT'S AUTHORIZATION TO PROCEED

To:	Moss and Associates, LLC.	**Date:**	5/19/2021
	2101 N. Andrews Avenue **Fort Lauderdale, FL 33311**		
Facility Name:	City of Hollywood New Police Headquarters	**Project No.:**	DCM-19-001190
Project Name:	New Police Headquarters	**ATP Sequence Number:**	**1**
		Resolution No.	**R-2021-105**

You are hereby authorized to proceed with the following services:

☒	**Basic Services: Construction Manager At Risk Phase I Preconstruction Services**	
☐	**Additional Services**	

Payment for these services shall be: ☒ **Lump Sum** ☒ **See attached proposal dated:** **3/26/2021**

	AUTHORIZED DESIGN VALUE	CONSULTANT'S ESTIMATED COST
Construction Budget:	**$47,950,000.00**	**$ N/A**
Scope Increase:	**$ 0.00**	**N/A**
Total Construction Budget:	**$47,950,000.00**	**N/A**

	BASIC SERVICES	ADDITIONAL SERVICES	TOTAL
Total Estimated Fees:	**$ 165,288.00**	**$ 0.00**	**$ 165,288.00**
Fee Authorized Through This ATP	**$ 165,288.00**	**$ 0.00**	**$ 165,288.00**
Less Fee Previously Authorized	**$ 0.00**	**$ 0.00**	**$ 0.00**
Total Fee Authorized to date including this ATP	**$ 165,288.00**	**$ 0.00**	**$ 165,288.00**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

Douglas R. Gonzales
City Attorney

Submitted:
Name: **Nicole Heran, Deputy Director,**
Department of Design & Construction Management

Recommended:
Jose Cortes, Director
Department of Design & Construction Management

Approved:
Melissa Cruz
Director of Financial Services

Approved:
Josh Levy
Mayor

Accepted:
Moss and Associates, LLC

Distribution:
1 Original to Consultant (See Note Below)
1 Original to Design Project File
cc: Senior Acct.

Note to Consultant: Please Sign All Originals and Return to the Department of Design & Construction Management

Account No. 333.209901.52100.563010.001190.000.000

ATTEST:
Patricia A. Cerny, MMC
City Clerk

Revised Mar 2013

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

R-2021-031

CITY OF HOLLYWOOD, FLORIDA

CONSTRUCTION MANAGEMENT AT RISK SERVICES

PHASE I

PRE-CONSTRUCTION SERVICES

NEW POLICE HEADQUARTERS
DCM-19-001190

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT
2207 RALEIGH STREET
HOLLYWOOD, FLORIDA 33020

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

THIS AGREEMENT is made this 6 day of July, 2021 by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Moss and Associates, LLC., a limited liability corporation authorized to do business in the State of Florida ("CMAR").

WITNESSETH:

Whereas, the City desires to construct **the New Police Headquarters** on **City-owned land south of the existing Police Headquarters building at 3250 Hollywood Boulevard, which is currently in use as the Orangebrook Golf and Country Club driving range**; and

Whereas, it is the best interests of the City to obtain professional construction management services in order to insure quality timely and valued construction from a pre-approved professional Construction Manager at Risk ("CMAR"); and

Whereas, the City issued a Request for Qualifications ("RFQ") in accordance with Section 255.103, Florida Statutes, entitled "Construction Management Entities", Section 287.055, Florida Statutes, entitled "Consultants' Competitive Negotiation Act" (CCNA) and the City's Procurement Code , and has competitively selected the CMAR; and

Whereas the CMAR will provide professional construction management services for the **New Police Headquarters** project as directed by the Director of the Department of Design and Construction Management.

NOW, THEREFORE, the City and the CMAR, for the considerations herein set forth, agree as follows:

[THIS SPACE LEFT INTENTIONALLY BLANK]

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ARTICLE 1
GENERAL DESCRIPTION OF SCOPE OF SERVICES

1.1 The CMAR shall furnish professional construction management at risk services related to Pre-Construction Services as set forth in the Scope of Services attached as Exhibit "A" for the New Police Headquarters PROJECT, upon issuance of City's NOTICE TO PROCEED by the DIRECTOR or his/her designee. The intent of the CONTRACT DOCUMENTS is for the CMAR to provide all of those services set forth in Exhibit "A", furnish any and all required materials, labor and equipment, incidentals and enter into and cause to be performed all trade contracts necessary to achieve correct and timely completion of the construction of the entire Project in accordance with the CONTRACT DOCUMENTS and warrant all work and services as provided in the CONTRACT DOCUMENTS.

1.2 By executing the CONTRACT DOCUMENTS, the CMAR makes the following express representations and warranties to the Owner:

a. The CMAR is professionally qualified to act as a construction manager for the PROJET and has, and shall maintain, any and all licenses, permits and other authorizations necessary to act as a construction manager for the Project.

b. The CMAR is financially solvent and has sufficient working capital to perform its obligations under the CONTRACT DOCUMENTS; and

c. The CMAR has become familiar with the project site and the local conditions under which the PROJECT is to be designed, constructed and operated and it will review the Consultant's design and construction documents and provide comments in accordance with the CONTRACT DOCUMENT requirements. If the PROJECT involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the CMAR has reviewed all as-built and record drawings, plans and specifications of which CMAR has been informed by Owner and thoroughly inspected the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by CMAR resulting from CMAR's failure to familiarize itself with the site or pertinent documents shall be deemed waived; and

d. The CMAR assumes full responsibility to the OWNER for the improper acts and omissions of its consultants, the trade contractors, and others employed or retained by it in connection with the Project.

NOTHING CONTAINED HEREIN SHALL IN ANY MANNER WHATSOEVER SUPERSEDE, LIMIT OR RESTRICT ANY OTHER REPRESENTATION OR WARRANTY SET FORTH ELSEWHERE IN THE CONTRACT DOCUMENTS.

1.3 Project Schedule/Time of Essence. The CMAR has provided the Owner with a preliminary schedule covering the pre-construction and construction of the PROJECT which is set forth in the attached Exhibit "B". This preliminary schedule shall serve as a framework for the subsequent development of all detailed construction schedules described in the CONTRACT DOCUMENTS, including Exhibits. The CMAR shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule not the fault of the CMAR or its SUBCONTRACTORS. Time is of the essence in the performance of this contract.

1.4 Project Team. CMAR will use the project team identified in Exhibit "C". CMAR will not remove or replace any members of the project team except with the written approval of OWNER based upon good cause shown or as directed by OWNER as provided in the CONTRACT DOCUMENTS. Further, if any member of the project team discontinues service on the PROJECT for any reason whatsoever, CMAR shall promptly replace such team member with a qualified individual approved by OWNER, in writing, which approval shall not be unreasonably withheld.

1.5 GUARANTEED MAXIMUM PRICE.

a. Prior to the performance of construction services, the CMAR shall prepare and deliver to the PROJECT MANAGER, with a copy to the CONSULTANT, a GMP proposal. The CMAR shall include in the GMP proposal the following:

   (i) a recital of the specific CONTRACT DOCUMENTS, including construction documents, drawings, specifications, and all addenda, used in the preparation of the GMP proposal;

   (ii) the six elements of the GMP as follows:

      a. Guaranteed Maximum Cost of the Work/Services detailed by each subcontract, trade, or bid division;
      b. The CONTINGENCY for the Work/Services;
      c. Guaranteed Maximum staffing costs, detailed by expense category;
      d. Guaranteed Maximum General Condition costs, including but not limited to bond and insurance costs, detailed by expense category; and
      e. Guaranteed Maximum for overhead and profit.
      f. Owners Contingency.

   (iii) A draft schedule of values;

   (iv) A description of all other inclusions to , or exclusions from, the GMP;

   (v) All assumptions and clarifications; and

(vi) The final construction schedule.

b. The CMAR acknowledges that the CONTRACT DOCUMENTS may be incomplete at the time the CMAR delivers the GMP proposal, and that the CONTRACT DOCUMENTS may not be completed until after commencement of the Work/Services. Nevertheless, the GMP proposal shall include all costs for the WORK/Services required by the completed CONTRACT DOCUMENTS, and if the GMP is accepted by the OWNER, the CMAR shall be entitled to no increase in the GMP if the WORK required by the completed CONTRACT DOCUMENTS: (i) is required by the CONTRACT DOCUMENTS for construction; (ii) is reasonably inferable from the incomplete documents; (iii) is consistent with the OWNER's programmatic goals and objectives; (iv) is consistent with the OWNERS's design and construction standards and the general industry standards for completion of the WORK/services; (v) is not a substantial enlargement of the Scope of Services/WORK; or (vi) substantially conforms to the nature, type, kind or quality of WORK/services depicted in the incomplete documents.

c. If the GMP proposal is unacceptable to the OWNER, the OWNER shall promptly notify the CMAR in writing. Within fourteen calendar days of such notification, the OWNER, CONSULTANT and PROJECT MANAGER shall meet to discuss and resolve the differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the WORK/services and/or to the GMP.

d. The OWNER may, at its sole discretion and based upon its sole judgment (i) indicate its acceptance of a GMP proposal; (ii) reject the GMP proposal and terminate this contract.

1.6 PRICE GUARANTEES.

a. Upon execution of Exhibit "D", the CMAR guarantees that the sum of the actual cost of the WORK, the CMAR's CONTINGENCY, the CMAR's staffing costs, the general conditions cost, and CMAR's overhead and profit, shall not exceed the amount set forth in the agreed upon GMP. All costs and expenses that would cause this sum to exceed the GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANGER through a CHANGE ORDER.

b. Upon execution of Exhibit "D", the CMAR guarantees that the actual cost of the WORK/services, CMAR'S staffing costs, general conditions costs and CMAR's overhead and profit shall not exceed the guaranteed maximum for each such category and that all costs and expenses that would cause any of these individual categories to exceed the guaranteed maximum for each such category in the

agreed upon GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANAGER through a CHANGE ORDER.

c. Upon execution of Exhibit "D", the CMAR certifies that all factual unit costs supporting the GMP proposal are accurate, complete and current at the time of negotiations, and that any other factual unit costs that may be furnished to the OWNER in the future to support any additional amounts that may be authorized will also be accurate and complete. Payments to the CMAR shall be reduced if the OWNER determines such amounts were originally included due to the materially inaccurate, incomplete, or non-current factual unit costs.

ARTICLE 2
DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

2.1 CHANGE ORDER. A written document that complies with Section 38.48 of the City's Procurement Code.

2.2 CITY COMMISSION: The City Commission of the City of Hollywood, its successors and assigns.

2.3 CITY OR OWNER: The City of Hollywood, Florida, a Florida Municipal Corporation. In all respects CITY performance is pursuant to the CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the City's authority as a governmental body and shall not be attributable in any manner to CITY as a party to this contract.

2.4 CONSTRUCTION MANAGER AT RISK ("CMAR"). The prime contractor that shall provide construction management at risk services including but not limited to preparation of cost estimates, constructability reviews, value engineering and assist in systems life cost cycle analysis, scheduling, bidding and submission of a GMP, as defined below, for construction and construction management. If the parties enter into a Phase II Construction Services Agreement, the CMAR shall serve, from that point forward as the General Contractor.

2.5 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, consisting of properly registered professional architects and/or engineers, which has entered into an agreement to provide professional services to the OWNER for the PROJECT.

2.6 CONSTRUCTION CONTINGENCY: An established sum included in the Guaranteed Maximum Price and shall be in amount which the parties believe, in their best judgement, is reasonable to cover construction related costs which were not specifically foreseeable or quantifiable as of the date the GMP was established, including but not limited to : correction of minor defects or omissions in the Work not caused by the CMAR's negligence, cost overruns due to the default of any Subcontractor or Supplier, minor changes caused by unforeseen or concealed site conditions, minor changes in the Work not involving adjustment in the GMP or extension of the completion date and not inconsistent with the approved final Plans and Specifications, and written agreed upon City requested changes to the Work.

2.8 CONTRACT DOCUMENTS: The PROJECT MANUAL (including this contract and its Exhibits, Attachments and Forms), the trade contracts, drawings and specifications, the Request For Qualifications and CMAR's response as negotiated and accepted by the CITY), any Addenda to the Project Manual, the record of the contract award by the City Commission, the Payment and Performance Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the contract are the documents which are collectively referred to as the CONTRACT DOCUMENTS .

2.9 CONTRACT PRICE: The amount established in the CONTRACT DOCUMENTS as the Guaranteed Maximum Price (GMP), as may be amended if so warranted, by a CHANGE ORDER issued in conformity with the Contract Documents and Section 38.48 of the City's Procurement Code.

2.10 DIRECTOR: The Director of the Department of Design and Construction Management of the CITY having the authority and responsibility for management of the specific project authorized under the CONTRACT DOCUMENTS.

2.11 FIELD ORDER. A written order which directs minor changes in the Scope of Services, but does not involve a change in the Contract Price (GMP) or contract time.

2.12 FINAL COMPLETION: The date certified by the CONSULTANT and PROJECT MANAGER in the Final Certificate of Payment on which all conditions and requirements of any permits and regulatory agencies have been satisfied; and the documents (if any) required to be provided by CMAR have been received by the PROJECT MANAGER, and to the best of CONSULTANT'S and PROJECT MANAGER's information and belief, has been fully completed in accordance with the terms and conditions of the CONTRACT DOCUMENTS.

2.13 GENERAL CONDITION ITEMS: The provision of facilities or performance of work/services by the CMAR for items, which do not lend themselves readily to

inclusion in one of the separate trade contracts. Payment for the General Condition items will be at cost and included as part of the GMP.

2.14 GUARANTEED MAXIMUM PRICE ("GMP"): The term 'Guaranteed Maximum Price" or "GMP" shall mean the sum certain agreed to between the City and the CMAR and set forth in the Phase II Construction Services Contract as the maximum total Project price that the CMAR guarantees not to exceed for the construction of the Project for all services within the Pre-Construction and Construction Services Contracts.

2.15 INSPECTOR: An employee of the CITY assigned by the Director to make observations of work performed by CMAR.

2.16 MATERIALS: Materials incorporated in the PROJECT, or used or consumed in the performance of the Scope of Services.

2.17 NOTICE TO PROCEED: One or more written notices to CMAR authorizing the commencement of the Scope of Services.

2.18 OWNER'S CONTINGENCY: A sum established by the OWNER, to be included in the GMP, subject to adjustment to include any buyout or sales tax project savings, which may be utilized by the OWNER for OWNER requested changes, additive bid alternates and deductive credits, differing/unforeseen existing conditions.

2.19 PLANS AND/OR DRAWINGS: The official graphic representations of this construction project which are a part of the CONTRACT DOCUMENTS.

2.20 PRE-CONSTRUCTION FEE: The lump sum fee payable to the CMAR for the WORK performed during the pre-construction phase related to the PROJECT, accepted by the CITY and the CMAR, which fee includes all direct and indirect costs incurred by the CMAR in the proper performance of WORK during the pre-construction phase.

2.21 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY facility as contemplated and budgeted by the OWNER as described in the CONTRACT DOCUMENTS, including the Scope of Services described in the attached Exhibit "A".

2.22 PROJECT MANAGER: An employee of the CITY expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the CONTRACT DOCUMENTS.

2.23 PROJECT MANUAL: The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary

conditions of the CONTRACT DOCUMENTS; the specifications; and the plans and drawings of the PROJECT.

2.24 RESIDENT PROJECT REPRESENTATIVE: An authorized representative of CONSULTANT on the PROJECT.

2.25 SUBCONTRACTOR: A person, firm or corporation having a direct contract with the CMAR, including one who furnishes material worked to a special design according to the PROJECT MANUAL for this work, but does not include a person, firm or corporation merely furnishing material not so worked.

2.26 SUBSTANTIAL COMPLETION: That date on which, as certified in writing by CONSULTANT, the Work, or a portion thereof designated by the PROJECT MANAGER in his/her sole discretion, is at a level of completion in substantial compliance with the CONTRACT DOCUMENTS such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy beneficial use or occupancy and can use or operate the Work in all respects for its intended purpose(s).

2.27 WORK: The totality of the obligations, including construction and other services required by the Contract Documents, including all labor, materials, equipment and service provided or to be provided by CMAR to fulfill CMAR's obligations. The Work may constitute the whole or a part of the Project and is provided in accordance with the Scope of Services.

2.28 WRITTEN NOTICE: Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent to the last known business address by registered mail, other traceable delivery service, email, facsimile, or text message.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

3.1 The term of this contract shall begin on the date it is fully executed by both parties and shall end on the date of commencement of the term of the contract between the CITY and a construction manager at risk for construction services for the **New Police Headquarters** or, not later than, **January 1, 2024**, unless terminated in accordance with Article 8. When the CONSULTANT determines it is necessary to extend the time for the PROJECT, the CONSULTANT shall notify the PROJECT MANAGER, and the term of this contract may be extended for a period of time not to exceed 60 calendar days in accordance with the CITY's Procurement Ordinance and as set forth in Section 9.20 herein.

3.2 All duties, obligations, and responsibilities of CMAR required by this contract shall be completed no later than **January 1, 2024**. Time shall be deemed to be

of the essence in performing the duties, obligations and responsibilities required by the CONTRACT DOCUMENTS.

3.3 At or before the above referenced completion date for this contract the CMAR following completion of cost estimating, value engineering and other services set forth in Article 4 will tender to the CITY a written GMP for final completion of the PROJECT. The City, by and through the DIRECTOR, the PROJECT MANAGER and/or other City personnel, will have the opportunity to negotiate the amount of the GMP with the CMAR. In the event a GMP which is satisfactory to City personnel in their reasonable discretion is not agreed upon in writing within 30 days of the tender of GMP, the CITY reserves the right to terminate this contract for convenience and the CMAR will immediately tender all documents, in accordance with the applicable provisions of the CONTRACT DOCUMENTS. The CMAR shall have no recourse from this termination and the CITY shall take such documents, as defined, in Section 9.1 of this contract, and commence negotiations with the second and third ranked firm, respectively. Conditions precedent to a Phase II contract for this project are the satisfactory final completion of Phase I and an agreed upon GMP. If a GMP is agreed to with the CMAR, a separate contract will be entered into between the parties.

ARTICLE 4
COMPENSATION FOR PRE-CONSTRUCTION PHASE SERVICES/PRE-CONSTRUCTION FEE

4.1 CITY agrees to pay CMAR, in the manner specified in subsection 4.2, the total lump sum compensation in an amount not to exceed One hundred and sixty-five thousand, two hundred and eighty eight dollars ($165,288.00) for work actually performed and completed pursuant to this Contract which amount shall be accepted by CMAR as full compensation for all such pre-construction service phase work. It is acknowledged and agreed by CMAR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CMAR for its services related to the Scope of Services set forth in Exhibits "A" and "A-1". This maximum amount, however, does not constitute a limitation, of any sort, upon CMAR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CMAR'S to reimburse its expenses.

4.2 The lump sum compensation in an amount not to exceed One hundred and sixty-five thousand, two hundred and eighty eight dollars ($165,288.00) shall be paid out in accordance with the percentage amount set forth as follows:

Project Phases	Fee %
Schematic Design	15%
Design Development	25%

60% Construction Documents	28%
Final GMP	32%

4.3 It is understood that the method of compensation is that of lump sum which means that CMAR shall perform all services set forth in Exhibit "A", and in CONTRACT DOCUMENTS, for the total compensation in the Lump sum amount, including all reimbursable expenses.

4.4 METHOD OF BILLING AND PAYMENT

4.4.1 CMAR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Such invoices shall include the phase of the services for which invoice is submitted along with a detail of the task or services performed for that phase. An original invoice plus one copy are due within 15 days of the end of the month, except the final invoice which must be received no later than 60 days after this contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.

4.4.2 CITY shall pay CMAR pursuant to Section 218.735, Florida Statutes. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by PROJECT MANAGER. Payment may be withheld for failure of CMAR to comply with a term, condition, or requirement of the CONTRACT DOCUMENTS.

4.5 Notwithstanding any provision of the CONTRACT DOCUMENTS to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied, or resolved in a manner satisfactory to the CONSULTANT AND/OR PROJECT MANAGER, and/or due to CMAR's failure to comply with Section 9.1 below. The amount withheld shall not be subject to payment of interest by CITY.

4.6 Payment shall be made to CMAR at:

Moss and Associates, LLC.

2101 N. Andrews Avenue

Fort Lauderdale, FL 33311

ARTICLE 5
CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services shall require a written amendment to the CONTRACT DOCUMENTS executed by the parties in accordance with Section 9.19 below.

ARTICLE 6
INDEMNIFICATION

The CMAR shall indemnify and hold harmless the 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 DOCUMENTS. These provisions shall survive the expiration or earlier termination of the CONTRACT DOCUMENTS. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Section 768.28, Florida Statutes. Consequential damages are capped at 100% of the fee.

ARTICLE 7
INSURANCE

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

The CMAR will not be permitted to commence work governed by the CONTRACT DOCUMENTS (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CITY as specified below. Delays in the commencement of work, resulting from the failure of the CMAR to provide satisfactory evidence of 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 commenced on the specified date and time, except for the CMAR's failure to provide satisfactory evidence.

The CMAR shall maintain the required insurance throughout the entire term of the CONTRACT DOCUMENTS 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 the

CMAR to maintain the required insurance shall not extend deadlines specified in the contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CMAR's failure to maintain the required insurance.

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

1. Certificate of Insurance; or

2. Certified copy of the actual insurance policy

The 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 CITY by the insurer.

The acceptance and/or approval of the CMAR's insurance shall not be construed as relieving the CMAR from any liability or obligation assumed under the CONTRACT DOCUMENTS or imposed by law. The CITY, its employees and officials will be included as "Additional Insureds" on all policies, except for Workers' Compensation. In addition, the CITY will be named as an Additional Insured and Loss Payee on all policies covering CITY-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CITY prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by the CITY's Risk Manager.

7.2 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 OWNER. All companies shall have a Florida resident agent and maintain a minimum financial strength rating of "A-", and no less than "Class XV" as to financial size, by the latest edition of A.M. Best Company's Key Rating Guide, latest edition.

The CMAR shall furnish certificates of insurance to the Risk Manager for review and approval prior to the commencement of work governed by this contract. The Certificates shall clearly indicate that the 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 the 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 notification is given to the CITY by the insurer.

7.2.1 Comprehensive General Liability:

Prior to the commencement of work governed by this contract, the CMAR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as 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:

Combined Single Limit (CSL)
Limits of Liability:
Bodily Injury and Property Damage Liability
Combined Single Limit
Each Occurrence **$10,000,000**
General Aggregate Limit **$25,000,000**
Personal Injury **$2,000,000**
Products/Completed Operations **$25,000,000**

Endorsements Required:
City of Hollywood included as an Additional Insured
Employees included as insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors
Sub-Contractor as insured
Primary and Non Contributory

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 12 months following the acceptance of work by the CITY. The CITY, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

7.2.2 Comprehensive Automobile Liability:

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

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

Combined Single Limit (CSL)
Limits of Liability:
Bodily Injury and Property Damage Liability
Combined Single Limit **$5,000,000**
Any Auto
Including Hired, Borrowed or Non-Owned Autos

Endorsements Required:
Waiver of Subrogation
City Named as Additional Insured on all Contracts and Subcontracts

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

7.2.3 Workers' Compensation Insurance:

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

In addition, the CMAR shall obtain Employers' Liability Insurance with limits of not less than:

$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

Limits of Liability:
Statutory-State of Florida

Endorsements Required:
Waiver of Subrogation

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-VI, as assigned by the A.M. Best Company.

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

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

7.2.4 Builder's Risk Insurance Requirements:

The CMAR shall be required to purchase and maintain, throughout the life of the contract, and until the project is accepted by the City, 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 plus Soft Costs 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 building, shall be included as property covered. The policy shall be endorsed permitting the City to occupy the building prior to completion without affecting the coverage. The 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 the Phase II agreement. Deductible to be set at $100,000.

7.2.5 Professional Liability/Errors and Omissions Coverage
Combined Single Limit
Each Occurrence **$3,000,000**
General Aggregate Limit **$10,000,000**
Deductible not to exceed **$100,000**
Must be in effect for at least ten (10) years after Project completion

7.2.6 Pollution Liability

Each Occurrence **$2,000,000**
Including Non Owned Disposal Sites

7.2.7 Cyber Liability
Each Occurrence **$2,000,000**

ARTICLE 8
TERMINATION

8.1 This contract may be terminated for cause by CITY or by CMAR if the party in breach has not corrected the breach within 30 days after written notice from the aggrieved party identifying the breach, or for convenience by CITY, without any cause, upon not less than 30 days' written notice by PROJECT MANAGER. This contract may also be terminated by PROJECT MANAGER upon such notice as PROJECT MANAGER deems appropriate under the circumstances in the event PROJECT MANAGER determines that termination is necessary to protect the public health, safety, or welfare.

8.2 Termination of this contract for cause shall include, but not be limited to, failure to suitably perform the work and failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of CITY as set forth in the CONTRACT DOCUMENT notwithstanding whether any such breach was previously waived or cured. Upon the occurrence of a breach which is not cured within the cure period, in addition to all remedies available to it by law, the City may immediately, upon written notice to the CMAR, terminate this contract whereupon, all payments, advances, or other compensation paid by the City to the CMAR while the CMAR was in breach shall be immediately returned to the City. The City may suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved. CMAR understands and agrees the termination of this contract under this Article shall not release the CMAR from any obligation accruing prior to the effective date of the termination. In the event of termination due to a default, in addition to the foregoing, the CMAR shall be liable for all costs and expenses incurred by the City in the re-procurement of the Work under the CONTRACT DOCUMENTS.

8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this contract, except that notice of termination by PROJECT MANAGER, which PROJECT MANAGER deems necessary, to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract .

8.4 In the event this contract is terminated for convenience, CMAR shall be paid for any services performed to the date the contract is terminated; however, upon being notified of CITY's election to terminate, CMAR shall refrain from performing further services or incurring additional expenses under the terms of the CONTRACT DOCUMENTS. CMAR acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by CITY, the adequacy of which is

acknowledged by CMAR, is given as specific consideration to CMAR for CITY's right to terminate this contract for convenience.

8.5 In the event this contract is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 9.1 below.

ARTICLE 9
MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this contract are and shall remain the property of CITY. In the event of termination of this contract any reports, photographs, surveys, estimates, schedules, drawings, and other data and documents prepared by CMAR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CMAR to the PROJECT MANAGER within seven days of termination of this contract by either party. Any compensation due to CMAR shall be withheld until all documents are received as provided in the CONTRACT DOCUMENTS. This shall apply to all documents produced in any phase of the work, regardless of whether a subsequent phase is undertaken with CMAR.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records and accounts of CMAR that are related to the PROJECT. CMAR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the PROJECT.

CMAR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to the CONTRACT DOCUMENTS for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CMAR's records, CMAR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CMAR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CMAR acknowledges that if Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this contract the provisions of Section 119.0701, Florida Statute are also applicable and CMAR acknowledges its obligations to comply with said requirements with regard to public records and shall:

(a) keep and maintain public records required by the City to perform the services required under the contract;

(b) upon request from the City's custodian of public records or his/her designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the CONTRACT DOCUMENTS and following the completion of the contract if the CMAR does not transfer the records to the City; and

(d) upon completion of the contract, CMAR shall transfer, at no cost to the City, all public records in possession of the CMAR or keep or maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the contract, the CMAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon completion of the contract, the CMAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG

9.3 NONDISCRIMINATION

CMAR agrees that it will not discriminate against any employee or applicant for employment for work under this contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual

orientation, age, national origin, political affiliation or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

9.4 PUBLIC ENTITY CRIME ACT

CMAR represents that the execution of the CONTRACT DOCUMENTS will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition, to the foregoing, CMAR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether CMAR has been placed on the convicted vendor list.

9.5 INDEPENDENT CONTRACTOR

CMAR is an independent contractor under this Contract. Services provided by CMAR pursuant to the CONTRACT DOCUMENTS shall be subject to the supervision of CMAR. In providing such services, neither contractor nor its agents shall act as officers, employees, or agents of the CITY. The contract shall not constitute or make the parties a partnership or joint venture. The CITY is not responsible for any debt, default, act or omission of CMAR.

9.6 PREVAILING WAGE REQUIREMENT (IF REQUIRED BY FUNDING SOURCE)

9.6.1 CMAR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her SUBCONTRACTORS on the work covered by this contract which shall be not less than the prevailing

rate of wages and fringe benefits or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the CITY issued the Request for Qualifications (RFQ) for this PROJECT.

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the work classification for which no fringe benefit rate has been provided.

9.6.2 Upon commencement of work, CMAR and all of its SUBCONTRACTORS shall post a notice in a prominent place at the work site stating the requirements of this section.

9.6.3 If any questions should arise concerning the applications of this Section, which are not specifically addressed, the CITY may, but is not required to, rely on rules, regulations, practices, administrative rulings and court decisions governing applications of the Davis-Bacon Act.

9.6.4 CMAR and its SUBCONTRACTORS shall submit to the CITY on a regular basis, but not less than monthly, payroll sheets, which have been certified under oath by CMAR and/or SUBCONTRACTORS as to their accuracy and compliance with the provisions of this Section. The certified payroll sheets shall contain the following: name and address of each employee; his/her current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid. Such records shall be maintained by CMAR and its SUBCONTRACTORS for a period of at least three years following completion of the work.

9.6.5 The CITY may withhold, or cause to be withheld from CMAR, so much of any requisitioned payment as may be considered necessary to pay laborers, mechanics and apprentices the full amount of wages required by this section. The CITY, or its designee, may enter on the job site and conduct such inquiries of CMAR'S workers and its subcontractor's workers to determine whether this section is being complied with. If CMAR or its SUBCONTRACTOR fails to pay any laborers, mechanics or apprentices employed or working on the job site all or part of the wages required by this section, then the CITY may, after written notice to CMAR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have been corrected. If the violations are not corrected, the CITY may terminate CMAR's right to proceed with the work or such part of the work for which there has been a failure to pay the required wages and take such steps as are necessary to complete the

work, whereupon CMAR and its sureties shall be liable to the CITY for all excess costs incurred by the CITY.

9.6.6 The CMAR shall insert in any subcontracts such language as is necessary to require all of its SUBCONTRACTORS to comply with the requirements of this section. CMAR shall be responsible for noncompliance by any of its SUBCONTRACTORS. This section shall be deemed part of any contract entered into between CMAR and any of his/her SUBCONTRACTORS.

9.7 THIRD PARTY BENEFICIARIES

Neither CMAR nor CITY intends to directly or substantially benefit a third party by this contract. Therefore, the parties agree that there are no third party beneficiaries to this contract and that no third party shall be entitled to assert a claim against either of them based upon the CONTRACT DOCUMENTS. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the CONTRACT DOCUMENTS.

9.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY OF HOLLYWOOD:

Jose Cortes, Director

Department of Design and Construction Management

2207 Raleigh Street

Hollywood, Florida 33020

FOR CMAR :

Brett Atkinson, Co-President South Florida

Moss and Associates, LLC

2101 N. Andrews Avenue

Fort Lauderdale, Florida 33311

NOTE: Must also provide a copy to Kim Gessner, Vice President/Deputy General Counsel at the same address

9.9 ASSIGNMENT AND PERFORMANCE

Neither this contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CMAR shall not subcontract any portion of the work required of it by the CONTRACT DOCUMENTS without written consent of the PROJECT MANAGER.

CMAR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CMAR shall perform its duties, obligations, and services under this contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

9.10 CONFLICTS

Neither CMAR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CMAR's loyal and conscientious exercise of judgment related to its performance under the CONTRACT DOCUMENTS.

CMAR agrees that none of its officers or employees shall, during the term of this contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CMAR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CMAR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CMAR is permitted to utilize subcontractors to perform any services required by the CONTRACT DOCUMENTS, CMAR agrees to prohibit such SUBCONTRACTORS, by written contract, from having any conflicts within the meaning of this section.

9.11 PROHIBITION AGAINST CONTINGENT FEES.

CMAR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CMAR, to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CMAR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.. For a breach or violation of this provision, CITY shall have the right to terminate this contract without liability at its discretion, or to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.12 TRUTH IN NEGOTIATION

CMAR shall execute and furnish to the CITY a Truth-in-Negotiation Certificate, stating that wage rates and other factual unit costs supporting compensation are accurate, complete and current at the time of execution of the contract. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete or noncurrent wage rates or other factual costs.

9.13 MATERIALITY AND WAIVER OF BREACH

CITY AND CMAR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this contract and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this contract shall not be deemed a waiver of such provision or modification of this contract. A waiver of any breach of a provision of this contract shall not be deem a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this contract.

9.14 LIQUIDATED DAMAGES.

A. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION.

1. The CMAR shall pay the Owner the sum of $ 8,630.00 Dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the CONTRACT DOCUMENTS for Substantial Completion of each phase, if phased, or the project, if not phased. Liquidated damages will be capped at 100% of the fee.

2. Owner and CMAR acknowledge that any sums due and payable by the CMAR shall be payable, not as a penalty, but as liquidated

damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at the time of executing the CONTRACT DOCUMENTS. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in the Owner's discretion the CMAR overcomes the delay in achieving the Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the CMAR those funds withheld, but no longer applicable, as liquidated damages.

3. Partial use or occupancy of the PROJECT may not result in the Scope of Services/Work being deemed substantially completed, and such partial use or occupancy may not be evidence of Substantial Completion.

   Substantial Completion, in the context of this contract, does not refer to any prior dates on which the Owner employs other contractors to work on the same site.

B. LIQUIDATED DAMAGES FOR FINAL COMPLETION.

1. If the CMAR fails to achieve final completion within 60 days of the date of Substantial Completion, the CMAR shall pay the Owner the sum of $ 8,630.00 Dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for completion of the Work or Project. Liquidated damages will be capped at 100% of the fee.

2. Any sums due and payable hereunder by the CMAR shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, as estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

3. Prior to being entitled to receive final payment, and as a condition precedent thereto, the CMAR shall provide the Owner, in the form and manner required by the Owner, the following:

a. An affidavit that the CMAR's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

b. Such other documents as required by the Project Manual from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who may have a claim against the person or entity or retained it, including but not limited to final releases of bond;

c. All product warranties, operating manuals, instruction manuals and other documents customarily required of the CMAR or reasonably required by the Owner, including but not limited to those required elsewhere in the CONTRACT DOCUMENTS, as part of its Project Closing procedures.

9.15 COMPLIANCE WITH LAWS

CMAR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the CONTRACT DOCUMENTS.

9.16 SEVERANCE

In the event a portion of this contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CMAR elects to terminate this contract. An election to terminate this contract based upon this provision shall be made within seven days after the finding by the court becomes final

9.17 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of CONTRACT DOCUMENTS has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached, any document or events referred to herein, or any document incorporated into the CONTRACT DOCUMENTS by reference

and a term, statement, requirement, or provision of the CONTRACT DOCUMENTS, the term, statement, requirement, or provision contained in the CONTRACT DCUMENTS shall prevail and be given effect.

9.19 APPLICABLE LAW AND VENUE

The CONTRACT DOCUMENTS shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation or any proceedings concerning the CONTRACT DOCUMENTS shall be exclusively in Broward County, Florida.

9.20 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this contract and executed by the CITY and CMAR.

9.21 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of the CONTRACT DOCUMENTS that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.20 above.

9.22 DRUG-FREE WORKPLACE

It is a requirement of CITY that it enter into contracts only with firms that certify the establishment of a drug free work place. Execution of this contract by CMAR shall serve, as CMAR's required certification that it either has or that it will establish a drug free work place.

9.23 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the parties. The attached Exhibits A and B, and Forms 1, 2, 3 and 4 are incorporated into and made a part of the CONTRACT DOCUMENTS.

9.24 COUNTERPARTS

This contract may be executed in two or more copies by all parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 10
SUBCONTRACTORS AND PURCHASE ORDERS

Unless waived in writing, for good cause, by the CONSULTANT or PROJECT MANAGER, CMAR must obtain competitive pricing and subcontract, in compliance with the requirements of this Article 10, for 100% of CMAR direct construction cost 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 the 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 CITY, 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 CONTRACT DOCUMENTS; that the subcontractor shall be bound to the CMAR , to the same extent as CMAR is bound to the CITY, to name the CITY, its employees and officers as an additional insureds on its comprehensive general liability insurance; that the subcontractor 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 CITY, or as otherwise provided in the subcontract, whichever is more protective of the CITY'S interest; and that, in the event this contract is terminated for any reason, the subcontractor shall, at the CITY'S option, perform its subcontract for the CITY, or for a CONTRACTOR designated by the CITY, 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 CITY 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 CITY and any subcontractor. If the CONSULTANT and the PROJECT MANAGER shall approve as the selected subcontractor or supplier a bidder whose bid

exceeds that of the bidder recommended by the 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 the CMAR is referred to herein as the "preferred subcontractor cost differential"), then the PROJECT MANAGER may designate that the Guaranteed Maximum Price shall be increased by the lesser of the preferred subcontractor cost differential or the Contingency Allowance. 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.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

THE CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By: _____
JOSH LEVY, MAYOR

ATTEST:

_____
PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA ONLY.

_____
DOUGLAS R. GONZALES
CITY ATTORNEY

APPROVED AS TO FINANCE:

BY: _____
MELISSA CRUZ, DIRECTOR
OF FINANCIAL SERVICES

CONSTRUCTION MANAGEMENT AT RISK SERVICES CONTRACT FOR PRE-CONSTRUCTION SERVICES

CONTRACTOR

WHEN THE CMAR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	_____
(SEAL)	(Witness) (Signature of individual)
_____	_____
(SEAL)	(Witness) (Signature of individual)

WHEN THE CMAR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____	_____
Witness (Name of Firm)	
_____	_____
(SEAL)	(Witness) (Signature of individual)

WHEN THE CMAR IS A PARTNERSHIP:
Signed, sealed and delivered in the presence of:

_____	_____
(Witness) (Name of Firm)	
_____ BY:	_____
(Witness)	(Partner)

CONSTRUCTION MANAGEMENT AT RISK SERVICES CONTRACT FOR PRE-CONSTRUCTION SERVICES

WHEN THE CMAR IS A CORPORATION: (LLC)

ATTEST:

Secretary

Moss + Associates, LLC
(Correct Name of Corporation)

(SEAL)

BY: _____
(President)

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LIST OF EXHIBITS

EXHIBITS:	A.	Scope of Services
	A-1a	Fee Proposal matching Section 4.2 of Phase I Pre-Construction Services agreement
	A-1b	Narrative accompanying Fee Proposal
	B.	Project Schedule
	C.	Project Team and Roles
	D.	Phase II Construction Services Agreement (Template)
	E.	Subcontractor and Material Supplier Payment Certification
	F.	Tabulation of subcontractors and material suppliers

EXHIBIT "A"

SCOPE OF SERVICES

CMAR shall provide pre-construction services as set forth in Article 1 of the contract and as set forth in this Exhibit.

The services of the CMAR shall include those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The CMAR shall also comply with all requirements of the Florida Building Code (FBC), permits issued and included as part of the Project Documents and any other applicable codes, regulations and procedures that are in effect as of the date the building permit(s) is issued. Notwithstanding any other provisions of the CONTRACT DOCUMENTS to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the City of Hollywood, Florida to the Broward County Board of Rules and Appeals.

I. GENERAL PRECONSTRUCTION PHASE

A. Based upon the preliminary schedule set forth in Exhibit "B", CMAR shall develop a detailed project schedule, utilizing Critical path method ("CPM") logic sequencing, reflecting the design (remaining portion thereof) and construction of the overall project. CMAR shall establish the project schedule identifying all phases, critical path elements, responsibilities of the CITY, Consultant, outside agencies, third parties and any other impacts which would affect project schedule and progress, and update them with each deliverable during the Pre-Construction Phase I contract and monthly thereafter throughout the duration of the Construction Services Phase contract. Schedule is subject to CITY approval.

B. CMAR shall utilize the completed detailed project schedule, to develop a project control schedule, which shall be presented in a bar graph format. The purpose of the project control schedule is to summarize the information contained in the CPM schedule in order to provide the project team with a management tool and an overall project visual aid to easily determine the schedule and status of the total project. The information derived from these two schedules are to become part of the CMAR's management plan developed by CMAR.

C. CMAR shall periodically update on a monthly basis both the detailed project schedule and the project control schedule throughout the term of the preconstruction and construction phases of the project as part of CMAR's management activity.

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D. CMAR shall review project requirements, specifications, on and off-site development, survey requirements, preliminary budget, and make value engineering and constructability recommendations for revisions to the CITY and Consultant in the form of a written report prior to final payment for Phase I Pre-Construction Services.

E. CMAR shall provide project delivery options for the design, bid, and bid packaging of the project for efficient scheduling, and cash flow projections. Such information shall be provided to the CITY and Consultant in the form of a written report prior to final payment for Phase I Pre-Construction Services.

F. CMAR shall utilize information and reporting systems to provide the CITY with reports at each deliverable containing accurate and current cost controls, work status, including but not limited to Work narrative, Work completed/anticipated, short term and long term schedules, and estimated expenditures for the project. Such information shall be provided to the CITY and Consultant in the form of a written report, prior to final payment for Phase I Pre-Construction Services.

G. CMAR shall prepare a report with the project team's participation which shall describe, as a minimum, the Work plan, job responsibilities, and written procedures for reports, meetings, inspections, changes to the project, building systems and delivery options, site logistics plan, and other relevant matters. Such information shall be provided to the CITY and Consultant prior to final payment for Phase I Pre-Construction Services.

H. The Construction Manager At Risk shall provide market information and motivation for subcontractor interest and recommendations for SBE/MBE/WBE and local business participation. This shall include communication with contractor and trade organizations requesting participation, advertising, outreach programs, and reporting of all of the forgoing to the CITY.

I. CMAR's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on Exhibit "C" and as set forth in the RFQ under the General Conditions. All required reports and documentation shall be submitted and approved by the CITY as pre-requisite to progress payments to CMAR by the CITY during this phase.

EXHIBIT "A"

II. DESIGN PHASE AS PART OF PRE-CONSTRUCTION PHASE

A. CMAR shall review and evaluate design development documents (if applicable) for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the project. CMAR will also periodically review all CONTRACT DOCUMENTS for constructability and to help ensure compliance with all applicable laws, rules, codes, design standards, and ordinances. CMAR shall immediately notify CITY of any non- compliant CONTRACT DOCUMENTS. Such information shall be provided to the CITY and Consultant in the form of a written report in format as noted herein prior to final payment for this phase.

CMAR will be required to attend all project related meetings.

B. CMAR 's review of the design documents shall include the following activities:

1. Preparing a Master Checklist to be used as a guide for reviewing each technical discipline.

2. Preparing and presenting a written report of constructability problems and concerns, including:
   (a) recommendations
   (b) checklist and comments

3. Attending workshop meetings with the Consultant and the PROJECT MANAGER to review proposed changes and recommending the changes, which are to be implemented for the PROJECT.

4. Verifying and conducting final review of changes to the construction Documents.

C. CMAR's services shall be rendered compatible and in cooperation with the Consultant's services under the CITY's Agreement with the CONSULTANT. CMAR will be required to maintain a working relationship with and coordinate their activities with the Consultant and any additional consultants, testing labs and others that CITY designates for the project and report all findings as specified in Section 3.5 of the Pre Construction Services Contract.

D. CMAR shall prepare and provide to the CITY and Consultant:
   a. A square foot cost estimate for up to three concepts at Concept Design (including building, garage and all project site work including storm water management areas)
   b. Detailed cost estimates, recommendations, and a site logistics plan at Schematic Design (S.D.), Design Development (D.D.), and 60% Construction Documents (C.D.) phases of the PROJECT, in addition to the GMP at 90% Construction Documents.

   Such information shall be provided to the CITY and CONSULTANT in the form of a written report prior to final payment for each phase.

E. CMAR shall review all CONTRACT DOCUMENTS for the new and existing buildings and/or building sites and provide value engineering recommendations to minimize the CITY's capital outlay and maximize the CITY's operational resources. Such information shall be provided to the CITY and CONSULTANT in the form of a written report prior to final payment for this phase. All such recommendations shall be acknowledged and reviewed for incorporation into the CONSTRUCTION DOCUMENTS by the CONSULANT once authorized by the CITY in writing.

F. CMAR will review all CONTRACT DOCUMENTS, all new and existing buildings' conditions and the building site to ensure proper coordination, constructability, clarity and completeness, and to minimize conflict, errors, omissions and unforeseen conditions. CMAR shall coordinate with the CONSULTANT to eliminate change orders due to errors, omissions and unforeseen conditions. CMAR agrees specifically that no change orders shall be requested by the CMAR or considered by the CITY for reasons that were or should have reasonably been known by CMAR involving unforeseen conditions, conflicts or questions of clarity in the CONTRACT DOCUMENTS, or between the CONTRACT DOCUMENTS and the existing conditions, utilities, and unforeseen underground conditions.

G. CMAR will coordinate with the CONSULTANT and provide to the project construction team permitting applications and requirements for the projects. CMAR will periodically update cost estimates and make recommendations to keep the project within the target budget.

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H. At completion of CMAR's review of the plans and specifications, except only as to specific matters as may be identified by appropriate written comments pursuant to this section, CMAR, without assuming the CONSULTANT's responsibilities, shall notify CITY in writing that the plans and specifications are consistent, practical, feasible and constructible and that the work described in the plans and specifications for the various bidding packages is constructible within the scheduled construction time.

1. DISCLAIMER OF WARRANTY: THE CITY DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT, CONSTRUCTIBLE OR WITHOUT DEFECT.

I. The CITY may select certain projects for expediting using fast-track construction. When this option is exercised, in writing, by the CITY, it shall be implemented if it is identified as necessary in a plan prepared by the CMAR and agreed to by the City and Consultant.

J. Design/Construction documents as noted herein shall be submitted by the Consultant for review and approval by CITY (including Building Code review and Building permit issuance for 100% completion documents) the CONTRACTOR and others, as applicable, having jurisdiction.

1. Foundation / Structural / Life Cycle Cost Analysis / Site and Off-Site Package – 100% Documents

   a. A separate 60% completion progress set of building finish package drawings shall also be submitted which shall show all of the major characteristics of the project utilities and service, detailed site and floor plans, elevations, sections, schedules, etc.

   b. Construction may begin after approvals and building permit is obtained for above package.

2. Building Finish Package – 100% Documents

3. As mutually agreed by the parties in writing.

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K. CMAR shall be responsible for preparing five construction cost estimates. The PROJECT MANAGER shall have the option of reducing the number of estimates depending on the percentage of the construction documents that is complete by the time this contract is executed.

L. CMAR shall prepare a square foot estimate at the Concept Design Phase based on square foot costs of comparable projects. CMAR will also provide a narrative on up to three Concept Designs prepared by the Design Consultant indicating how much more or less as a percentage of overall cost each Concept is anticipated to cost compared to the base square foot estimate.

M. The Construction Manager At Risk shall prepare the second Construction Cost Estimate as a Conceptual Estimate based on the Schematic Design. The purpose of the Conceptual Construction Cost Estimate is to verify the owner's ability to complete the project within the established construction budget, and to make adjustments to the concept plan if needed to ensure that the project can be constructed within the established budget. The cost information derived from this estimate shall directly relate to the Construction Manager At Risk's recommendations in the Constructability and Value Engineering Report relative to ways to reduce and/or control costs.

N. CMAR shall prepare the third construction cost estimate based on design development documents and shall estimate the cost of the major elements and subcomponents of the project. The purpose of the first construction cost estimate is to verify the owner's ability to complete the project within the established construction budget. The cost information derived from this estimate shall directly relate to CMAR's recommendations in the constructability and value engineers report relative to ways to reduce and/or control costs.

O. The fourth construction cost estimate shall be done on or before the sixty percent (60%) construction document stage. Based on the results of this estimate, CMAR should be prepared to offer recommendations on whether or not the scope of the PROJECT needs to be changed in order to complete the PROJECT within the established budget.

P. The fifth construction cost estimate shall be based on ninety percent (90%) complete construction documents and shall be "permit ready" with sufficient detail to permit issuance of a building permit and to obtain all required approval of all governmental authorities having jurisdiction over the project. This Estimate shall be used as the basis for negotiating the GMP for the PROJECT and the basis for monitoring status of the PROJECT throughout the construction phase.

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Q. As a result of CMAR's constructability review or construction cost estimate and in order to reduce or control costs, CMAR shall analyze the building's structural, architectural, mechanical, electrical and plumbing systems and elements, and make cost/performance recommendations for the PROJECT MANAGER's and CONSULTANT's consideration. CMAR shall prepare its recommendation in the form of a written report to be presented to the project team.

III. BIDDING AND AWARD PHASE AS PART OF PRECONSTRUCTION PHASE

A. Upon obtaining all necessary approvals of the construction documents, including a building permit as required by the FBC, CMAR shall submit for CITY approval of the any revisions to the GMP.

B. CMAR shall review the CITY's records of pre-qualified contractors, and if applicable, prepare a list of those recommended for work pursuant to this contract. The CITY reserves the right to reject any or all subcontractors recommended for approval. CMAR shall maintain a list of all potential bidders, including SBE/MBE/WBE and local firms and those who are approved as pre-qualified. In the event that this PROJECT is funded wholly or in part by grant funds or other governmental entity funding, CMAR shall comply with any and all requirements of the funding source or requirements of the governmental entity.

C. CMAR shall evaluate potential participants to establish their qualifications (based on past work experience, similar projects, the building quality of those past projects, and other similar factors) presentation to the CITY. CMAR shall present its evaluation to the CITY in the form of a written report utilizing the attached forms as necessary, the subcontractors being considered, the scope of work recommended for that subcontractor, the subcontractor's qualifications and past work history, and CMAR's recommendation concerning the use of the listed subcontractors.

D. The Construction Manager At Risk shall provide the necessary services to reach out to SBE/MBE/WBE and local firms.

E. CMAR shall prepare and issue the bid packages to cover the scope of the Work for this contract.

F. CMAR, in coordination with the CITY, shall schedule pre-bid conferences as required and issue a written summary of the conference(s).

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G. CMAR and CITY shall jointly open and evaluate, at a mutually agreed upon location, at least three bids, if possible, for each portion of the WORK solicited. CMAR shall also make recommendations to the CITY for award to the lowest, responsive, and responsible bidder. A recommendation for award to other than the lowest bidder shall be justified in writing. CMAR will disclose any related party relationship in a bidding subcontractor in writing prior to the award of contracts. For the purposes of this agreement, a related party relationship shall constitute any instance of common ownership, common management, or an ownership stake in the bidding subcontractor. CMAR is required to present the bid tabulation summary and all supporting bid day documentation to the CITY after the bid opening. The referenced documentation as well as the awarding of any subcontracts is subject_to the written approval of the CITY. The CMAR is not authorized to enter into any subcontract agreements without first obtaining written approval for each subcontractor.

H. GMP: Upon completion of the design phase [construction documents 100% complete] and bidding, the CMAR shall present to the CITY the GMP for the CITYs review and approval in accordance with the provisions of the CONTRACT DOCUMENTS and the requirements set forth in this Exhibit.

I. Should CMAR desire to submit a bid to self-perform any of the portions of the Work, this intention must be clearly conveyed to the CITY prior to the receipt of any other bids for the same scope of work. All bids to be received for this portion of the Work must be submitted directly to the CITY who will then open and evaluate at bid opening. When three or more bids are received for that portion of work, and the CONTRACTOR's CMAR's bid is the lowest and approved by the CITY, CMAR's bid shall be incorporated in the GMP as a lump sum. In the event where fewer than three bids are received for that portion of work which the CMAR intends to self-perform, the CITY shall reimburse CMAR for the actual cost of work performed, subject to the supporting documentation provisions as outlined in the CONTRACT DOCUMENTS.

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Exhibit A-1a

City of Hollywood Police Headquarters

Preconstruction Budget and Manpower Schedule

Schematic Design			Design Development			60% CD	90% CD - GMP

3/26/2021

Title	Billable Rates	Total % Utilized	August 1	September 2	October 3	November 4	December 5	January 6	February 7	March 8	April 9	May 10	June 11	Total Hours	Total Cost
Director of Operations	$194.00	2%	2	7	4	4	0	8	4	4	4	6	0	43	$8,342
Project Executive	$189.00	5%	4	4	4	4	4	4	4	4	10	20	24	86	$16,254
Director of Preconstruction	$184.00	6%	8	16	4	4	16	12	4	4	6	10	24	108	$19,872
Preconstruction Chief	$154.00	19%	12	50	8	8	32	60	8	8	20	32	120	358	$55,132
Senior Preconstruction Manager	$139.00	9%	8	10	0	0	0	20	0	0	20	24	80	162	$22,518
Senior Preconstruction Manager	$139.00	8%	0	0	0	0	16	20	0	0	20	24	80	160	$22,240
Cost Engineer	$58.00	9%	8	18	0	0	0	20	0	0	10	30	80	166	$9,628
Senior Precon/VDC Lead	$139.00	3%	6	8	0	0	0	12	0	0	8	24	0	58	$8,062
General Superintendent	$208.00	0%	0	0	0	0	0	0	0	0	0	0	0	0	$0
															$0
Scheduler	$180.00	1%	0	4	0	0	0	4	0	0	2	4	4	18	$3,240
	Man-hours Monthly		48	117	20	20	68	160	20	20	100	174	412	1,159	1,159
	Monthly Billing		$6,874	$17,024	$3,500	$3,500	$10,852	$22,864	$3,500	$3,500	$14,462	$24,180	$55,032		$165,288

1,159	Estimated Man-hours
$165,288	Base Cost
1.00	Project Multiplier
$165,288	Estimated Manpower Costs
$0	Reimbursables (See Breakdown)
$165,288	TOTAL

Notes:
1. See Preconstruction Deliverable Narrative for description of Preconstruction Services to be performed
2. This Preconstruction Budget and Manpower Schedule is an estimate of the services which are described in the Preconstruction Deliverables Narrative prepared by Moss dated 3/26/21.
3. Should the Owner deem that any of the services are not required, then the Preconstruction Budget may be adjusted.
4. Billing for Preconstruction Services will be monthly.
5. The hours identified above shall be coordinated with the Construction Budget and kept separate.

 hibit A-1b

This is provided as a supplement to the Scope of Services in "Exhibit A"

City of Hollywood Police Headquarters
Preconstruction Deliverable Narrative
3/26/21

Conceptual Budget – Programmatic Cost Analysis

Items of work to be performed:

1. Provide square foot cost analysis of the two (2) Conceptual Designs
2. Provide (CPM) Critical Path Method of the overall project schedule (1-page study)

Deliverables:

1. Square Foot cost estimate
2. Design Per Review

Review of Schematic Design Documents

Items of work to be performed:

1. Review Schematic Design Budget provided by Design Team.
2. Provide square foot cost analysis of the Schematic Design Documents (schematic phase construction cost estimate)
3. Identify potential discrepancies between Design Team SD budget and CMAR SD budget.
4. Provide initial feedback on constructability and building systems
5. Identify long lead items
6. Development of (CPM) Critical Path Method of the overall project schedule
7. Project site analysis including Site visit
8. Attend project planning and coordination meetings (incl. reconciliation workshop) and participate, if needed, with Community Outreach

Deliverables:

1. Schematic Phase construction cost estimate
2. Project Schedule including broad sequencing of the design and construction of the project
3. Meeting minutes of the reconciliation workshop
4. List of recommendations on bidding packages including phasing and permitting of components
5. Construction Management Plan (CMP) , including permitting strategy, construction quality control; a list of possible work segments to be constructed under multiple GMP's if applicable; the number of sub-agreements to be awarded to subcontractors and suppliers for the project construction

Review of Design Development Documents

Items of work to be performed:

1. Up-date the overall Project Schedule (CPM) with key Milestones and Long Lead items highlighted
2. Constructability and construction methods review including proposed delegated engineering components
3. Value engineering analysis to maintain GMP stated construction cost limitation including life cycle analysis
4. Develop a detailed construction cost estimate (CSI format)
5. Develop specific allowances to be included at 60% CD design progress and budget
6. Attend project planning and coordination meetings (incl. reconciliation workshop) and participate, if needed, with Community Outreach

Deliverables:

1. Meeting minutes of the reconciliation workshop
2. Summary chart of proposed alternate systems and constructability items.
3. Up-dated project schedule with key Milestones highlighted
4. Detailed construction Cost estimate and reconcile summary comparison with design team estimate
5. Updated CPM to include revisions in drawings and specifications and examination of the results of any additional investigatory reports
    a. Subsurface conditions
    b. Drawings of physical conditions of existing surface and subsurface facilities
    c. Documents depicting underground utilities placement and physical condition (whether obtained by the Department , the Design Consultant or the CMAR)
    d. Right of Way
    e. The status of the procurement of long lead items, equipment and materials
    f. Funding issues identified by the Department
    g. Input from the public

Review of Construction Documents

Items of work to be performed:

1. Develop a detailed construction progress schedule
2. Constructability and maintainability reviews at 60% level of document completion
3. Value engineering analysis to maintain GMP construction cost limitation
4. Update specific allowances to be carried at 60% CD budget
5. Develop requirements for project site safety program
6. Develop requirements for project quality assurance
7. Develop a GMP CM agreement based on 90% CD set including assumptions, clarifications, and exemptions
8. Assist with permitting review process, if needed
9. Attend project planning and coordination meetings (incl. reconciliation workshops) and participate, if needed , with Community Outreach
10. Submit plan to start working on utility relocates, environmental removal and demolition

Deliverables:

1. Minutes of reconciliation workshop meetings at each level of construction document completion
2. Summary chart of proposed alternate systems and constructability items and bid alternates
3. Recommendations on Sustainable Strategies Analysis
4. Detailed construction schedule with key milestones and long lead components highlighted
5. 60% CD & 90% CD cost estimate package
6. GMP Package and Construction management agreement
7. **NOTE: If a 30% CD Set is issued this proposal does not include a cost estimate package**

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EXHIBIT "B"
PROJECT SCHEDULE

[Insert CMAR Pre-construction Services and preliminary Construction Services Schedule]

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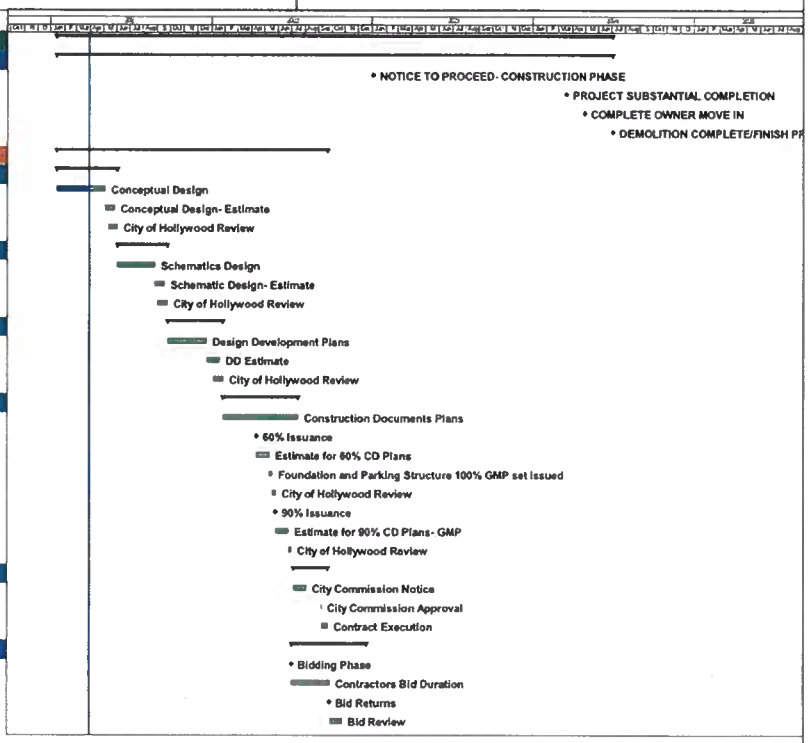
Exhibit B

Hollywood Police Department HQ | **DATA DATE: Mar-29-21** | **PAGE:1 OF 3**

Activity ID	Activity Name	Original Dur.	Finish
Hollywood Police Department HQ		803 Jan-14-21 A	Jul-02-24
PROJECT START		803 Jan-14-21 A	Jul-02-24
NTP	NOTICE TO PROCEED- CONSTRUCTION PHASE	0	Jan-03-23
SC	PROJECT SUBSTANTIAL COMPLETION	0	Mar-18-24
MOVE	COMPLETE OWNER MOVE IN	0	Apr-29-24
FINISH	DEMOLITION COMPLETE/FINISH PROJECT	0	Jul-02-24
DESIGN PHASE		507 Jan-14-21 A	Sep-21-22
A85000	Conceptual Design	80 Jan-14-21 A	May-04-21
A88000	Conceptual Design- Estimate	15 May-05-21	May-25-21
A89000	City of Hollywood Review	15 May-12-21	Jun-02-21
A90000	Schematics Design	60 Jun-02-21	Aug-25-21
A91000	Schematic Design- Estimate	15 Aug-26-21	Sep-16-21
A92000	City of Hollywood Review	15 Sep-02-21	Sep-23-21
A151000	Design Development Plans	60 Sep-24-21	Dec-20-21
A153000	DD Estimate	20 Dec-21-21	Jan-19-22
A154000	City of Hollywood Review	15 Jan-06-22	Jan-26-22
A155000	Construction Documents Plans	120 Jan-27-22	Jul-15-22
A160000	60% Issuance	0 Apr-13-22	
A161000	Estimate for 60% CD Plans	20 Apr-13-22	May-10-22
A162000	Foundation and Parking Structure 100% GMP set issued	6 May-11-22	May-18-22
A163000	City of Hollywood Review	5 May-19-22	May-25-22
A164000	90% Issuance	0	May-25-22
A169000	Estimate for 90% CD Plans- GMP	20 May-26-22	Jun-23-22
A170000	City of Hollywood Review	5 Jun-24-22	Jun-30-22
A181000	City Commission Notice	20 Jul-06-22*	Aug-02-22
A182000	City Commission Approval	1 Sep-07-22*	Sep-07-22
A183000	Contract Execution	10 Sep-08-22	Sep-21-22
BIDDING FOR POLICE HQ BUILDING		119 Jul-01-22	Dec-20-22
A197000	Bidding Phase	0 Jul-01-22	
A198000	Contractors Bid Duration	60 Jul-01-22	Sep-26-22
A199000	Bid Returns	0	Sep-26-22
A200000	Bid Review	20 Sep-27-22	Oct-24-22



HPS-PR 0329210X

MOSS

Project #P190099
City of Hollywood New Police Headquarters
Preliminary Schedule
April 1, 2021

Preliminary Schedule – construction durations are approximate and are based on conceptual sketches / drawings. The schedule will be more fully developed during the preconstruction phase of the project.

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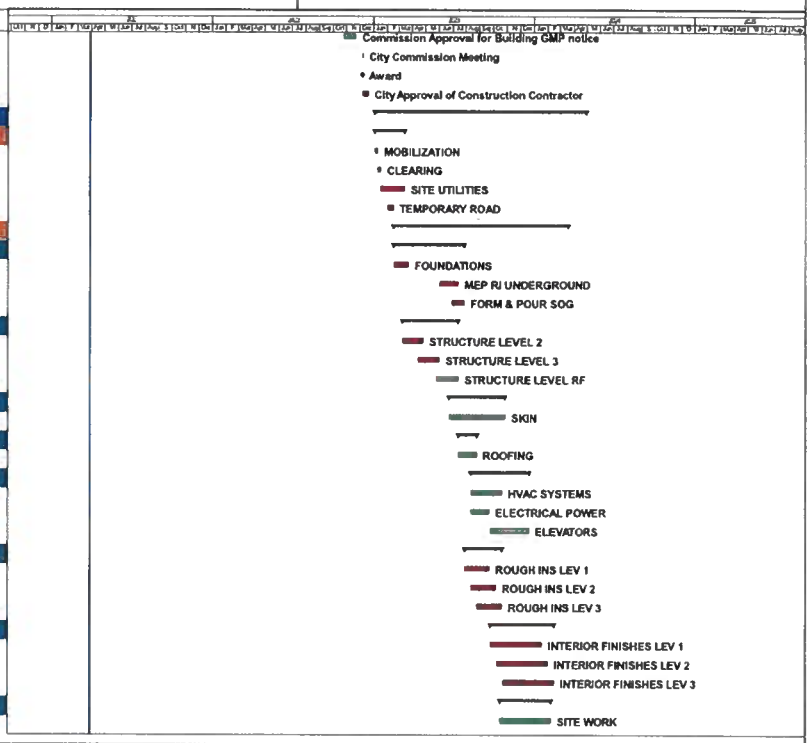
Hollywood Police Department HQ | **DATA DATE: Mar-29-21** |

Activity ID	Activity Name	Original Duration / Start	Finish
A201000	Commission Approval for Building GMP notice	20 Oct-25-22	Nov-21-22
A202000	City Commission Meeting	1 Dec-07-22*	Dec-07-22
A203000	Award	0 Dec-07-22	
A204000	City Approval of Construction Contractor	10 Dec-07-22	Dec-20-22
CONSTRUCTION PHASE		337 Jan-04-23	Apr-29-24
EARLY SITEWORK		50 Jan-04-23	Mar-14-23
ES-000	MOBILIZATION	5 Jan-04-23	Jan-10-23
ES-200	CLEARING	5 Jan-11-23	Jan-17-23
ES-300	SITE UTILITIES	40 Jan-18-23	Mar-14-23
ES-4000	TEMPORARY ROAD	10 Feb-01-23	Feb-14-23
HEADQUARTERS		277 Feb-15-23	Mar-18-24
PS-FD 10110	FOUNDATIONS	25 Feb-15-23	Mar-21-23
PS-FD 11110	MEP RI UNDERGROUND	30 Jun-01-23	Jul-13-23
PS-FD 12110	FORM & POUR SOG	20 Jun-29-23	Jul-27-23
PS-ST 20110	STRUCTURE LEVEL 2	35 Mar-06-23	Apr-25-23
PS-ST 30110	STRUCTURE LEVEL 3	35 Apr-12-23	May-31-23
PS-ST 50110	STRUCTURE LEVEL RF	35 May-24-23	Jul-13-23
PS-SK 10110	SKIN	90 Jun-22-23	Oct-27-23
PS-RF 10110	ROOFING	30 Jul-14-23	Aug-24-23
PS-MEP 101	HVAC SYSTEMS	50 Aug-11-23	Oct-20-23
PS-MEP 101	ELECTRICAL POWER	30 Aug-11-23	Sep-22-23
PS-MEP 101	ELEVATORS	60 Sep-25-23	Dec-19-23
PS-IF 17110	ROUGH INS LEV 1	40 Jul-28-23	Sep-22-23
PS-IF 15110	ROUGH INS LEV 2	40 Aug-11-23	Oct-06-23
PS-IF 16110	ROUGH INS LEV 3	40 Aug-25-23	Oct-20-23
PS-IF 14110	INTERIOR FINISHES LEV 1	80 Sep-25-23	Jan-18-24
PS-IF 13110	INTERIOR FINISHES LEV 2	80 Oct-09-23	Feb-01-24
PS-IF 12110	INTERIOR FINISHES LEV 3	80 Oct-23-23	Feb-15-24
PS-SW 1211	SITE WORK	80 Oct-16-23	Feb-08-24



HPS-PR 032921v5

MOSS

Project #P190099
City of Hollywood New Police Headquarters
Preliminary Schedule
April 1, 2021

Preliminary Schedule – construction durations are approximate and are based on conceptual sketches / drawings. The schedule will be more fully developed during the preconstruction phase of the project.

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Hollywood Police Department HQ | **DATA DATE: Mar-29-21** | **PAGE:3 OF 3**

Activity ID	Activity Name	Original Duration	Start	Finish
PC 094910	COMPETE LIFE SAFETY SYSTEMS & TEST	30	Jan-12-24	Feb-22-24
PC 094920	FINAL CLEAN UP & PUNC OUT	30	Feb-06-24	Mar-18-24
PARKING GARAGE		185	Mar-22-23	Dec-12-23
PG-FD 1011	FOUNDATIONS	25	Mar-22-23	Apr-25-23
PG-FD 1111(	MEP RI UNDERGROUND	15	Jul-07-23	Jul-27-23
PG-FD 1211	FORM & POUR SOG	15	Jul-21-23	Aug-10-23
PG-ST 10110	ERECT PRECAST STRUCTURE	60	Apr-26-23	Jul-20-23
PG-SK 1011	SKIN	40	Jul-07-23	Aug-31-23
PG-RF 1011	ROOFING	15	Jul-21-23	Aug-10-23
PG-MEP 10	ELECTRICAL	20	Jul-14-23	Aug-10-23
PG-MEP 10	HVAC SYSTEMS	30	Jul-28-23	Sep-08-23
PG-MEP 10	ELEVATORS	30	Aug-11-23	Sep-22-23
PG-IF 12110	INTERIOR FINISHES LEV 2	40	Aug-11-23	Oct-06-23
PG-IF 13110	INTERIOR FINISHES LEV 1	40	Sep-18-23	Nov-10-23
PG-SW 1011	SITE WORK	25	Aug-18-23	Sep-22-23
PC 90910	COMPETE LIFE SAFETY SYSTEMS & TEST PG	15	Nov-13-23	Dec-05-23
PC 90920	FINAL CLEAN UP & PUNC OUT PG	15	Nov-20-23	Dec-12-23
PC 90990	PROJECT SUBSTANTIAL COMPLETION PG	0		Dec-12-23
OWNER RELOCATION		30	Mar-19-24	Apr-29-24
OR 10110	OWNER MOVE IN / VACATE EXISTING FACILITY	30	Mar-19-24	Apr-29-24
DEMOLITION / SITE WORK		45	Apr-30-24	Jul-02-24
PS-SP 11120	DEMO EXISTING BUILDINGS	45	Apr-30-24	Jul-02-24

HPS-PR 032921xx

MOSS

Project #P190099
City of Hollywood New Police Headquarters
Preliminary Schedule
April 1, 2021

Preliminary Schedule – construction durations are approximate and are based on conceptual sketches / drawings. The schedule will be more fully developed during the preconstruction phase of the project.

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EXHIBIT "C"
PROJECT TEAM

[Insert project team qualifications, project organization chart, responsibilities]

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EXHIBIT C

PROJECT TEAM AND ROLES

The following organizational chart shows our team's key personnel to manage the proejct.

Our team has been hand selected for their experience building large, complex projects just like yours, and for their experience working together on similar projects.

MOSS — in Association with HJHIGH

EXECUTIVE LEADERSHIP

RANDY SPICER, JR.
Vice President, MOSS

ROBERT HIGH
President/Project Executive, H.J. High

PROJECT LEADERSHIP

GEOFF BUNNELL
PRIMARY POINT OF CONTACT
Director of Operations

PRECONSTRUCTION SERVICES

BRETT PORAK
Director of Preconstruction

ORRIE FEITSMA
Chief Estimator

LI LI
Estimator

CONSTRUCTION OPERATIONS

GARRETT GREEN
Project Executive/Senior Project Manager

MIKE MUNSON
General Superintendent

HOLLY LOEFFLER
Project Manager

DAVE LONG
Superintendent, Police HQ

JP HURD
Project Manager

SEAN HANLON
Superintendent, Parking Garage

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EXHIBIT "D"
PHASE II CONSTRUCTION SERVICES AGREEMENT TEMPLATE

[Insert contract template of Construction Services Agreement]

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CITY OF HOLLYWOOD, FLORIDA

CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT

PHASE II

CONSTRUCTION SERVICES

<INSERT PROJECT NAME>
<INSERT PROJECT NUMBER>

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT
2600 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33022

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CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT

PHASE II

CONSTRUCTION SERVICES

This Agreement made this _____ day of _____in the year _____, by and between the City of Hollywood, a municipal corporation of the State of Florida ("Owner") and _____("CMAR").

RECITALS:

Whereas, Owner desires to construct **<brief description of project>** at **<location of project>**; and

Whereas, it is in the best interests of Owner to obtain professional construction management services in order to insure quality, timely and valued construction from a pre-approved professional construction manager at risk; and

Whereas, Owner, through a Request for Qualifications (RFQ), has competitively selected CMAR; and

Whereas, CMAR will provide professional construction management services for the **<Project Name>** project as directed by the Director.

NOW, THEREFORE, Owner and CMAR, for considerations herein set forth, agree as follows:

[THIS SPACE LEFT INTENTIONALLY BLANK]

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ARTICLE 1
SCOPE OF WORK/SERVICES

1.0 It is the intent of CITY to describe in the Contract Documents a functionally complete project (or part thereof as applicable) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CMAR, whether or not specifically called for by the Contract Documents. When 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 permit issuance. CITY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.1 Upon the issuance of a Notice to Proceed by the Director or his/her designee, CMAR shall furnish professional construction management at risk services for the construction phase of the PROJECT described in the attached Exhibits "A, through F" and in accordance with the CONTRACT DOCUMENTS including the Drawings, Specifications and Addenda prepared by the CONSULTANT for the Project, as well as the construction service responsibilities set forth in Article 3 of this contract. Further, CMAR shall furnish any and all required materials, labor and equipment, and incidentals and enter into and cause to be performed all trade contracts necessary to achieve correct and timely completion of the construction of the entire PROJECT in accordance with the CONTRACT DOCUMENTS and warrant all work and services as provided in the CONTRACT DOCUMENTS.

1.2 By executing the CONTRACT DOCUMENTS, the CMAR makes the following express representations and warranties to the Owner:

a. The CMAR is professionally qualified to act as a construction manager for the Project and has, and shall maintain, any and all licenses, permits and other authorizations necessary to act as a construction manager for the Project.

b. The CMAR is financially solvent and has sufficient working capital to perform its obligations under the CONTRACT DOCUMENTS; and

c. The CMAR has become familiar with the project site and the local conditions under which the PROJECT is to be designed, constructed and operated, and it will review the Consultant's Design and Construction documents and provide comments in accordance with the CONTRACT DOCUMENT requirements. If the PROJECT involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the CMAR has reviewed all as-built and record drawings, plans and specifications of which CMAR has been informed by Owner and thoroughly inspected the existing structure(s) and man-made feature(s) to identify existing deficiencies and

ascertain the specific locations of pertinent structural components. Claims by CMAR resulting from CMAR's failure to familiarize itself with the site or pertinent documents shall be deemed waived; and

d. The CMAR assumes full responsibility to the Owner for the improper acts and omissions of its consultants, the trade contractors, and others employed or retained by it in connection with the Project.
e. The CMAR has performed all services outlined in the Phase I-Preconstruction Services Contract, attached as Exhibit "G".

NOTHING CONTAINED HEREIN SHALL LIMIT OR RESTRICT ANY OTHER REPRESENTATION OR WARRANTY SET FORTH ELSEWHERE IN THE CONTRACT DOCUMENTS.

1.3 PRICE GUARANTEES.

a. Upon execution of Exhibit "D", the CMAR guarantees that the sum of the actual cost of the WORK, the CMAR's CONTINGENCY, the CMAR's staffing costs, the general conditions cost, and CMAR's overhead and profit, shall not exceed the amount set forth in the agreed upon GMP. All costs and expenses that would cause this sum to exceed the GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANGER through a CHANGE ORDER.

b. Upon execution of Exhibit "D", the CMAR guarantees that the actual cost of the WORK/services, CMAR'S staffing costs, general conditions costs and CMAR's overhead and profit shall not exceed the guaranteed maximum or each such category and that all costs and expenses that would cause any of these individual categories to exceed the guaranteed maximum for each such category in the agreed upon GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANAGER through a CHANGE ORDER.

c. Upon execution of Exhibit "D", the CMAR certifies that all factual unit costs supporting the GMP proposal are accurate, complete and current at the time of negotiations, and that any other factual unit costs that may be furnished to the OWNER in the future to support any additional amounts that may be authorized will also be accurate and complete. Payments to the CMAR shall be reduced if the OWNER determines such amounts were originally included due to the materially inaccurate, incomplete, or non-current factual unit costs.

ARTICLE 2
DEFINITIONS

2.1 CHANGE ORDER: A written document that complies with Section 38.48 of the City's Procurement Code.

2.2 CITY COMMISSION: The CITY Commission of the CITY of Hollywood, its successors and assigns.

2.3 CITY OR OWNER: The CITY of Hollywood, Florida, a Florida Municipal Corporation. In all respects hereunder, CITY'S performance is pursuant to the CITY'S position as the owner of a construction project. In the event the CITY exercises its regulatory authority as a governmental body, the exercise of such authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred as to City's authority as a governmental body and shall not be attributable in any manner to the CITY as a party to this contract.

2.4 CONSTRUCTION MANAGER AT RISK ("CMAR"). The prime contractor that provide construction management at risk services under this contract, including but not limited to preparation of cost estimates, constructability reviews, value engineering and assist in systems life cost cycle analysis, scheduling, bidding and submission of a GMP, as defined below, for construction and construction management. Upon execution of this contract, the CMAR shall serve, from that point forward as the General Contractor.

2.5 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, consisting of properly registered professional architects and/or engineers, which has entered into an agreement to provide professional services to the OWNER for the PROJECT.

2.6 CONSTRUCTION CONTINGENCY: An established sum included in the Guaranteed Maximum Price and shall be in amount which the parties believe, in their best judgement, is reasonable to cover construction related costs which were not specifically foreseeable or quantifiable as of the date the GMP was established, including but not limited to : correction of minor defects or omissions in the Work not caused by the CMAR's negligence, cost overruns due to the default of any Subcontractor or Supplier, minor changes caused by unforeseen or concealed site conditions, minor changes in the Work not involving adjustment in the GMP or extension of the completion date and not inconsistent with the approved final Plans and Specifications, and written agreed upon City requested changes to the Work.

2.7 CONSTRUCTION MANAGEMENT AT RISK CONTRACT: The method of construction contracting whereby CMAR provides construction services for the PROJECT. The fee is a dollar amount negotiated for profit, overhead and on and off-site general and administrative costs. All subcontracts are generally awarded by the CMAR based on competitive bids received in response to invitations to

bid issued by the CMAR. The total price paid to the CMAR is either the fee plus the costs, or the GMP, whichever is less.

2.8 CONTRACT DOCUMENTS: The PROJECT MANUAL (including this contract and its Exhibits, Attachments and Forms), drawings and specifications, the Request For Qualifications and/or Proposals, as applicable, and CMAR's response as negotiated and accepted by the CITY, any Addenda to the PROJECT MANUAL Project Manual, the record of the contract award by the CITY the Performance Bond and Payment Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the Contract are the documents which are collectively referred to as the CONTRACT DOCUMENTS as referenced in the attached Exhibit "D".

2.9 CONTRACT PRICE: The amount established in the CONTRACT DOCUMENTS as the Guaranteed Maximum Price (GMP), as may be amended if so warranted, by a CHANGE ORDER issued in conformity with the Contract Documents and Section 38.48 of the City's Purchasing Ordinance.

2.10 CONTRACT TIME: The time between the project initiation date specified in the Notice to Proceed and final completion, including any milestone dates thereof, established in the CONTRACT DOCUMENTS, as may be amended by any CHANGE ORDER.

2.11 DIRECTOR: The Director of the Department of Design and Construction Management of the CITY having the authority and responsibility for management of the PROJECT authorized under the CONTRACT DOCUMENTS.

2.12 FIELD ORDER: A written order consistent with the City's Procurement Ordinance.

2.13 FINAL COMPLETION: The date certified by the CONSULTANT and PROJECT MANAGER in the Final Certificate of Payment on which all conditions and requirements of any permits and regulatory agencies have been satisfied; and the documents (if any) required to be provided by CMAR have been received by the PROJECT MANAGER, and to the best of CONSULTANT'S and PROJECT MANAGER's information and belief, has been fully completed in accordance with the terms and conditions of the CONTRACT DOCUMENTS.

2.14 GENERAL CONDITION ITEMS: The provision of facilities or performance services by CMAR for items which do not lend themselves readily to inclusion in one of the separate trade contracts. Payment for the General Condition items will be a cost and included as part of the GMP.

2.15 GUARANTEED MAXIMUM PRICE. The term 'Guaranteed Maximum Price" or "GMP" shall mean the sum certain agreed to between the City and the CMAR and set forth in the Phase II Construction Services Contract as the maximum total Project price that the CMAR guarantees not to exceed for the construction of the Project for all services within the Pre-Construction and Construction Services Agreements

2.16 INSPECTOR: An employee of the CITY assigned by the DIRECTOR to make observations of work performed by CMAR.

2.17 MATERIALS: Materials incorporated in the PROJECT, or used or consumed in the performance of the Scope of Services.

2.18 NOTICE TO PROCEED: One or more written notices to CMAR authorizing the commencement of the Scope of Services.

2.19 OWNER'S CONTINGENCY: A sum established by the OWNER, to be included in the GMP, subject to adjustment to include any buyout or sales tax project savings, which may be utilized by the OWNER for OWNER requested changes, additive bid alternates and deductive credits, differing/unforeseen existing conditions.

2.20 PLANS AND/OR DRAWINGS: The official graphic representations of the PROJECT which are a part of the CONTRACT DOCUMENTS.

2.21 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY facility as contemplated and budgeted by the CITY as described in the CONTRACT DOCUMENTS, including the work described herein.

2.22 PROJECT MANAGER: An employee of the CITY, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the CONTRACT DOCUMENTS.

2.23 PROJECT MANUAL: The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the CONTRACT DOCUMENTS; the specifications; and the plans and drawings of the PROJECT.

2.24 RESIDENT PROJECT REPRESENTATIVE: An authorized representative of the CONSULTANT on the PROJECT.

2.25 SUBCONTRACTOR: A person, firm or corporation having a direct contract with the CMAR, including one who furnishes material worked to a special design according to the PROJECT MANUAL for this work, but not including a person, firm or corporation merely furnishing material not so worked.

2.26 SUBSTANTIAL COMPLETION: That date on which, as certified in writing by CONSULTANT, the Work/Scope of Services, or a portion thereof designated by the PROJECT MANAGER in his/her sole discretion, is at a level of completion in substantial compliance with the CONTRACT DOCUMENTS such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy beneficial use or occupancy and can use or operate the Work in all respects for its intended purpose(s).

2.27 SURETY: The surety company which is bound by the performance bond and payment bond with and for CMAR who is primarily liable, and which surety company is responsible for CMAR's acceptable and timely performance of the work under the CONTRACT DOCUMENTS and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes, as amended from time to time. All surety companies shall be authorized to conduct suretyship business under Florida Law and have a Florida Resident Agent.

2.28 WORK: The totality of the obligations, including construction and other services required by the CONTRACT DOCUMENTS including all labor, materials, equipment and service provided or to be provided by CMAR to fulfill CMAR's obligations. The Work may constitute the whole or a part of the PROJECT.

2.29 WRITTEN NOTICE: Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent to the last known business address by registered mail, other traceable delivery service, email, facsimile, or text message.

ARTICLE 3
CMAR's RESPONSIBILITIES

3.1 The CMAR shall provide the construction services described in Exhibits "A through F", this Contract and the CONTRACT DOCUMENTS.

3.2 CMAR shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.

3.3 CMAR shall plan, record, and update, at least monthly, the construction schedule of the PROJECT. The schedule shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the work. The Progress Schedule shall encompass all of the work of all trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis.

3.4 SUPERINTENDENCE AND SUPERVISION:

3.4.1 The instructions of CITY are to be given through CONSULTANT, which instructions are to be strictly and promptly followed in every case. CMAR shall keep on the Project site during its progress, a competent, full time, English speaking Superintendent or Supervisor ("Superintendent") and any necessary assistants, all satisfactory to the CONSULTANT and PROJECT MANAGER. The Superintendent or Supervisor shall not be changed except with the written consent of PROJECT MANAGER, unless the Superintendent or Supervisor proved to be unsatisfactory to CMAR and ceases to be in its employ. The Superintendent or Supervisor shall represent CMAR and all direction given to the Superintendent or Supervisor shall be as binding as if given to CMAR and will be confirmed

in writing by CONSULTANT. CMAR shall give efficient supervision to the Work, using its best skill and attention.

3.4.2 CMAR's Superintendent or Supervisor shall record, at a minimum, the following information in a bound log on a daily basis: the day; date; weather conditions and how any weather conditions affected the progress of the work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the PROJECT site; visitors to the PROJECT site including representatives of CITY, CONSULTANT, regulatory authorities; any special or unusual conditions or occurrences encountered; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the PROJECT site and shall be available at all times for inspection and copying by the PROJECT MANAGER and CONSULTANT.

3.4.3 CMAR, CONSULTANT and PROJECT MANAGER shall meet at least every two weeks or as otherwise determined by CONSULTANT and/or PROJECT MANAGER during the course of the WORK to review and agree upon the WORK performed to date and to establish the controlling items of work for the next two weeks. CONSULTANT shall publish, keep, and distribute minutes of, and any comments on, each such meeting.

3.4.4 CMAR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the CONTRACT DOCUMENTS. CMAR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

3.5 CMAR shall use reasonable efforts to verify all dimensions, quantities and details shown on the drawings, specifications or other data received from CONSULTANT, and shall notify CONSULTANT of all errors, omissions and discrepancies found therein within three calendar days of discovery. CMAR will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by CONSULTANT.

3.6 DIFFERING SITE CONDITIONS:

In the event that during the course of the work, CMAR encounters an underground utility that was not shown on the CONTRACT DOCUMENTS; or subsurface or concealed conditions at the project site which differ materially from those shown on the CONTRACT DOCUMENTS and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the CONTRACT DOCUMENTS; or unknown physical conditions of the PROJECT site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the CONTRACT DOCUMENTS, CMAR without disturbing the conditions and before performing any work affected by such conditions, shall, no later than 9:00 a.m. the next day after their discovery, notify CONSULTANT in writing of the existence of the aforesaid conditions.

CONSULTANT shall, within one business day after receipt of CMAR's written notice, investigate the site conditions identified by the CMAR. If, in the sole opinion of CONSULTANT, the conditions do materially so differ and cause an increase or decrease in CMAR's cost of, or the time required for the performance of any part of the work, whether or not charged as a result of the conditions, CONSULTANT shall recommend an equitable adjustment to the CONTRACT PRICE, or the CONTRACT TIME, or both, which is subject to written approval by the PROJECT MANAGER. If CONSULTANT and CMAR cannot agree on an adjustment in the CONTRACT PRICE or CONTRACT TIME, the adjustment shall be determined by the CONSULTANT in accordance with Article 30. No request by CMAR for an equitable adjustment or change to the CONTRACT PRICE or CONTRACT TIME under this provision shall be allowed unless the CMAR has given written notice within 30 days from when the CMAR knew or should have known of such conditions and the written notice shall detail the facts relating to such request. .

No request for an equitable adjustment or change to the CONTRACT PRICE or CONTRACT TIME for different site conditions shall be allowed if made after the date certified by CONSULTANT as the date of SUBSTANTIAL COMPLETION.

3.7 SUBMITTALS:

3.7.1 CMAR shall provide submittals (including but not limited to shop drawings, product samples, product data, warranties, closeout submittals, reports and photographs) as required by the specifications. The submittals serve as CMAR's coordination documents and demonstrate the suitability, efficiency, technique of manufacture, installation requirements, detailing and coordination of specified products, components, assemblies and systems, and evidence compliance or noncompliance with the CONTRACT DOCUMENTS. CMAR's submittals are not part of the CONTRACT DOCUMENTS but are documents prepared and utilized by the CMAR to coordinate the WORK.

3.7.2 Within ten calendar days after the date of the first NOTICE TO PROCEED, CMAR shall provide to CONSULTANT, a list of all submittals required for permitting. Within 20 calendar days after the date of the NOTICE TO PROCEED, CMAR shall submit to CONSULTANT (with a copy to the PROJECT MANAGER) a comprehensive list of required items and shall identify the critical items. Approval of this list (the Submittal Schedule) by CONSULTANT shall in no way relieve CMAR from providing complete submittals as required by the CONTRACT DOCUMENTS and providing services, products, materials, equipment, systems and assemblies, fully in accordance with the CONTRACT DOCUMENTS.

3.7.3 After the approval of the submittal schedule, CMAR shall promptly request submittals from the various manufacturers, fabricators, and suppliers.

3.7.4 CMAR shall thoroughly review and check the submittals and provide them to the CONSULTANT in accordance with the requirements for such submittals specified in Division 1 of the specifications. Each submittal and required copy shall indicate CMAR's review of that submittal in the form required by the CONTRACT DOCUMENTS.

3.7.5 CMAR shall maintain a Submittal Log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

3.7.6 If the submittals indicate deviations or departures from the requirements of the CONTRACT DOCUMENTS, CMAR shall make specific mention of such in its letter of transmittal. Failure to point out such deviations or departures shall not relieve CMAR from its responsibility to comply with the CONTRACT DOCUMENTS.

3.7.7 CONSULTANT shall have no duty to review partial or incomplete submittals except as may be provided otherwise within the CONTRACT DOCUMENTS.

3.7.8 Provided such submittals conform to the approved submittal schedule, CONSULTANT shall review and approve submittals as expeditiously as possible, within ten calendar days from the date received, unless said submittals are rejected by CONSULTANT for material reasons or the submittals are of substantial building systems which require more time for thorough review. CONSULTANT's approval of submittals will be general and shall not relieve CMAR of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the WORK, nor for the furnishing of materials or work required by the CONTRACT DOCUMENTS. No WORK for which submittals are required shall be performed until said submittals have been approved by CONSULTANT. Approval shall not relieve CMAR from responsibility for errors or omissions on the submittals or for compliance with the requirements of the CONTRACT DOCUMENTS.

3.7.9 No review or approval will be given to partial submittals for items which interconnect and/or are interdependent where necessary to properly evaluate the submittal. It is CMAR's responsibility to assemble the submittals for all such interconnecting and/or interdependent items, check them and then provide one submittal to CONSULTANT along with comments as to compliance, noncompliance, or features requiring special attention.

3.7.10 Additional information provided by the CMAR on any submittal shall be typewritten or lettered in ink.

3.7.11 CMAR shall submit the number of copies required by the CONTRACT DOCUMENTS plus the number required by jurisdictional authorities (when submittals are to be made to such authorities). Resubmissions of

submittals shall be made in the same quantity until final approval is obtained from CONSULTANT.

3.7.12 CMAR shall keep one set of CONSULTANT approved submittals at the project site at all times.

3.8 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS:

3.8.1 The entire responsibility for establishing and maintaining line and grade in the field lies with CMAR. CMAR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, manholes, handholes, fittings and other accessories/features and shall prepare a complete site survey sealed by a Florida registered Professional Surveyor which shall be submitted as a project record document at the time of requesting final payment. Final surveys shall be submitted in hardcopy on mylar and as an electronic media submittal prepared in accordance with requirements for electronic media submittals as specified elsewhere in the PROJECT MANUAL. The cost of all such field layout and recording work is included in the prices bid for the appropriate items.

3.8.2 CMAR shall maintain in a safe place at the project site, one record copy of all drawings, plans, specifications, addenda, written amendments, change orders, field orders, submittals and written interpretations and clarifications in good order and annotated to show all changes made during construction. Each of these documents shall be clearly marked by CMAR as "Project Record Document." These Project Record Documents together with all approved samples and a counterpart of all approved submittals shall be available at all times to CONSULTANT for reference. Upon final completion of the PROJECT and prior to Final Payment, these Project Record Documents, including submittals and other Project Record Documents required elsewhere in the PROJECT MANUAL and specifications shall be delivered to the PROJECT MANAGER.

3.8.3 Prior to, and as a condition precedent to Final Payment, CMAR shall submit to CITY, CMAR's record drawings or as-built drawings acceptable to CONSULTANT.

3.8.4 CMAR shall deliver to CONSULTANT for delivery to the CITY all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturer's warranties and operations manuals as may be required within the PROJECT MANUAL for the CITY's employees and agents to maintain and operate any equipment provided as part of the WORK.

3.9 INSPECTION AND TESTING:

3.9.1 CONSULTANT and PROJECT MANAGER shall at all times have access to the WORK, and CMAR shall provide for use by the CONSULTANT the facilities described in Division 1 of the specifications for such access and for inspecting, measuring and testing.

3.9.1.1 Should the CONTRACT DOCUMENTS, CONSULTANT's instructions, any laws, ordinances, or public authority require any of the Work to be specially tested or approved, CMAR , shall update the CONSULTANT on a weekly basis by providing a two week look-ahead schedule denoting all activity to be performed and highlighting those activities that need testing and approval. If the testing or approval is to be made by an authority other than CITY, timely notice shall be given of the date fixed for such testing or approval. Testing shall be made promptly, and where practicable, at the source of supply. If any of the WORK that requires approval is covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored to the satisfaction of the CONSULTANT.

3.9.1.2 Reexamination of any of the WORK may be ordered by CONSULTANT with prior written approval by the PROJECT MANAGER, and if so ordered, the WORK must be uncovered by the CONTRACTOR. If such WORK is found to be in accordance with the CONTRACT DOCUMENTS, CITY shall pay the cost of reexamination and replacement by means of a CHANGE ORDER. If such WORK is not in accordance with the CONTRACT DOCUMENTS, CMAR shall pay such cost to be deducted from the CMAR's fee at no additional cost to CITY.

3.9.2 No inspector, employee or agent of the City shall have the authority to permit deviations from, nor to modify any of the provisions of the CONTRACT DOCUMENTS nor to delay the contract by failure to inspect the materials and WORK with reasonable promptness without the written permissions or instructions of CONSULTANT and PROJECT MANAGER.

3.9.3 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CMAR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the CMAR will constitute a breach of this contract.

3.10 TAXES/DIRECT OWNER PURCHASE OPTION

3.10.1 CMAR shall pay all applicable sales, consumer, use and other taxes required by law. CMAR is responsible for reviewing the pertinent state statutes and regulations involving state taxes and complying with all requirements.

3.10.2 Taxes shall be a reimbursable cost under Section 8.3.4(6) except income and franchise taxes. All such taxes that are required as of the time of contract execution shall be included in the GMP.

3.10.3 The CITY, in its sole discretion, may choose to exercise the Owner direct purchase option CMAR has included in its GMP and shall pay all sales, consumer, use and other similar taxes for the

WORK or portions thereof provided by CMAR which are legally enacted at the time the GMP is established, whether or not yet effective. OWNER reserves the right to delete portions of the WORK and to direct purchase materials to realize a true savings pursuant to an owner direct purchase Option ("ODP"). CMAR hereby agrees to permit OWNER to direct purchase from its suppliers at prices quoted to CMAR and for OWNER to retain any true savings generated thereby.

3.10.4 In accordance with the provisions of subsection 3.10.3 of this contract, CITY may exercise its right to implement an OPD/ Sales Tax Savings Program, with respect to this contract. This Article describes the procedures by which this program will be implemented and administered if the CITY subsequently determines to do so. Pursuant to these procedures, CITY may order and pay for all such purchases, as well as take title to all such purchases, directly from the supplier or manufacturer.

3.10.5 At the time the GMP is established, but not later than concurrently with submission of the required Schedule of Values, CITY, CONSULTANT, and CMAR shall endeavor to identify the specific items and the estimated costs of the potential "ODP". CMAR shall identify a separate line item cost for each potential ODP item. CMAR CONTRACTOR must clearly and separately identify any CONTINGENCY or allowance amount associated with any ODP line items. The GMP must include the total cost of the WORK, including the cost of the ODP items and their associated sales taxes.

3.10.6 Based upon review of the CONTRACT DOCUMENTS, CMAR shall recommend potential ODP items to the PROJECT MANAGER and CONSULTANT. After reviewing CMAR's recommendations and the applicable CONTRACT DOCUMENTS, and after consultation with CONSULTANT, PROJECT MANAGER shall make the final determination as to which items, if any, will be purchased as ODP items.

3.10.7 After PROJECT MANAGER identifies the ODP items, CMAR shall prepare a standard purchase order requisition on a purchase order form provided by CITY, to specifically identify the materials which CITY has elected to purchase directly. The purchase order requisition form shall include the following information:

<u>Project Name;</u>
<u>CONTRACTOR Name;</u>
<u>Manufacturer/Supplier Name;</u>
<u>Name, address, telephone number and contact person for Manufacturer/ Supplier;</u>
<u>Manufacturer or brand model or specification number of the item;</u>

The quantity and unit of measure needed as estimated by CONTRACTOR;
The price quoted by the Manufacturer/Supplier for the materials or equipment identified;
All sales tax associated with the price quote;
Delivery address;
Delivery dates;
Delivery instructions;
Vendor identification number;
Mailing address for invoices.

3.10.8 All purchase order requisitions prepared by CMAR must be sent to CITY's Department of Design and Construction Management, with a copy to the CONSULTANT, and they must be expressly approved by PROJECT MANAGER before a purchase order is issued to the applicable Manufacturer/Supplier. In preparing the standard purchase order requisition, CMAR shall include all terms and conditions, which may have been negotiated by the CMAR with the Manufacturer/Supplier {e.g. payment terms, warranties, etc.). To the extent any such terms or conditions differ from the standard terms and conditions included in CITY's standard purchase order requisition form, such differences must be specifically identified to CITY by the CMAR prior to submitting the requisition for review by the City Attorney's Office and Procurement Director. Upon the additional terms or conditions being reviewed and accepted, CMAR shall submit the required purchase order requisition. All shipping expenses associated with any ODP item (including all freight insurance) must be included in the cost of that item and not charged as a separate item.

3.10.9 All purchase order requisitions prepared by CMAR must be submitted to the PROJECT MANAGER and CONSULTANT no less than 21 calendar days prior to the need for the ordering of the subject ODP item, in order to provide sufficient time for its review.

3.10.10 CMAR is responsible for ensuring that all necessary attachments to the purchase order requisition {e.g., shop drawings, details, specification sheets, etc.) required to properly place the order with the Manufacturer/Supplier, have been attached to the purchase order requisition at the time it is sent to PROJECT MANAGER for review. Once approved by the DIRECTOR OR PROJECT MANAGER, PROJECT MANAGER shall forward the completed purchase order requisition, with all attachments, to the Manufacturer/Supplier, with a copy to CMAR.

3.10.11 The CITY shall take title to ODP items from the Manufacturer/Supplier at the time of purchase or delivery, as applicable, according to the terms of purchase and delivery. The CITY assumes the risk of loss with respect to ODP items in that it bears the economic burden of insurance for loss or damage, and

directly enjoys the economic benefit of proceeds of such insurance as an additional named insured.

3.10.12 As ODP items are delivered to the job site, CMAR shall visually inspect all shipments from Manufacture/Suppliers, and approve the vendor's shipping record for material delivered. CMAR shall assure that each delivery of an ODP item is accompanied by the appropriate documentation to adequately identify the purchase order number against which the purchase is made and to confirm that the correct type and quantity of the ODP item has been delivered in the appropriate condition. CMAR's approval will include a legible signature (printed) of the person who inspected the delivered items, dated as of the date of delivery.

3.10.13 All invoices from the Manufacturer/Supplier must be directed and sent to PROJECT MANAGER at the Department of Design and Construction Management by CMAR. It is the responsibility of CMAR to review all such invoices and confirm in writing their accuracy in relation to the delivery ticket and the OPD items actually delivered before forwarding them to PROJECT MANAGER for processing and payment. CMAR shall obtain from the Manufacturer/Supplier all releases, warranties and other necessary supporting documentation which may be required by CITY and shall insure that all such releases, warranties and supporting documentation have been attached to the invoice before forwarding the invoice to PROJECT MANAGER for processing and payment. CMAR is responsible for obtaining from the Manufacturer/Supplier all operating information and manuals, spare parts and all other items required to be provided by the Manufacturer/Supplier.

3.10.14 CMAR shall review all such items for compliance with the requirements of the DOCUMENTS and shall organize and deliver all such items to PROJECT MANAGER as part of its requirements for achieving SUBSTANTIAL COMPLETION of the WORK.

3.10.15 CMAR, PROJECT MANAGER and CONSULATANT shall review on a quarterly basis, the ODPs that have been delivered and paid for the previous quarter. CMAR's shall prepare a log of ODPs, showing the amount equal to the value of any ODPs, including sales taxes, paid for by CITY. At a time of its choosing, but prior to completion of the WORK, CITY shall prepare an appropriate CHANGE ORDER, for CMAR's execution, which reduces the CONTRACT PRICE by the total cost paid by CITY for the ODPs, together with the amount of sales tax savings that have been realized as a result of CITY's ODPs. Further, the CHANGE ORDER shall allocate to the OWNER's CONTINGENCY any sales tax savings .

3.10.16 Nothing in this Article relieves CMAR from its responsibility for the requisitioning of the order, scheduling, coordinating, insuring,

delivery, unloading, storage, installation, repair, operation and warranty of all ODP items. All such obligations remain the responsibility of CMAR and have been paid for by CITY as a part of the CONTRACT PRICE (which always included these responsibilities and obligations) as fully as if there had been no CITY ODP purchase whatsoever.

ARTICLE 4
PRIORITY OF PROVISIONS

4.1 The CONTRACT DOCUMENTS shall be interpreted so as to eliminate inconsistencies or conflicts, but in the event of any conflict, requirements for greater quantity and/or more expensive work shall govern such interpretation.

4.2 In case of conflicts between the provisions of this contract, any ancillary documents executed contemporaneously herewith or prior hereto, or any other of the CONTRACT DOCUMENTS, the provisions of this Contract (including all Exhibits) shall prevail.

4.3 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the CONTRACT DOCUMENTS, the most stringent requirements applicable to the CMAR shall control.

4.4 The organization of the specifications into divisions and sections and the arrangement of drawings shall not control CMAR in dividing the WORK among subcontractors or in establishing the extent of the WORK to be performed by any trade. The organization of the specifications and the arrangement of the drawings is for the convenience of CMAR and is not intended to relieve CMAR from its obligation to conduct a complete study of the drawings, specifications and addenda for the purpose of directing and coordinating the various subcontractors and suppliers as to their respective responsibilities.

ARTICLE 5
CONSULTANT'S AUTHORITY

5.1 CONSULTANT will provide overall technical and management services to assist the CITY in maintaining schedules, establishing budgets, controlling costs, and achieving quality.

5.2 If at any time the CONSULTANT observes or becomes aware of any fault or defect in the WORK or of any nonconformance with the CONTRACT DOCUMENTS, CONSULTANT will promptly notify the PROJECT MANAGER and CMAR in writing and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The CONSULTANT shall have the authority to reject work that does not in its opinion, or in the opinion of the PROJECT MANAGER, conform to the CONTRACT DOCUMENTS.

5.3 CONSULTANT shall monitor the overall quality, progress and cost of the WORK.

5.4 CONSULTANT shall not have control over construction means, methods, techniques, sequences and procedures employed by CMAR in the performance of the WORK, but shall be responsible for using its best efforts to review and, if unacceptable, disapprove such and shall recommend a course of action to the CITY based on the fact that the requirements of the CONTRACT DOCUMENTS are not being met by CMAR.

5.5 The CITY will be assisted by CONSULTANT in the areas of on-site review of WORK in progress, review of pay requests submitted by CMAR, assisting in the interpretation of the intent of the CONTRACT DOCUMENTS for the proper execution of the WORK, and such other assistance as the CITY may request.

5.6 The CONSULTANT shall have no authority to order or approve any deviation from the CONTRACT DOCUMENTS, whether or not such deviation affects the cost of the WORK, or the date of SUBSTANTIAL COMPLETION. In the event any such deviation is sought by CONSULTANT or CMAR, prior written approval from the PROJECT MANAGER must be obtained.

ARTICLE 6
TIME FOR PERFORMANCE

6.1 CONTRACT TIME:

6.1.1 CMAR shall be instructed to commence the WORK by written NOTICES TO PROCEED issued by the PROJECT MANAGER. The first NOTICE TO PROCEED will not be issued until CMAR's submission to PROJECT MANAGER of all required documents and after execution of the contract by both parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be submitted within ten calendar days after the date of the NOTICE TO PROCEED. Receipt of all permits by CMAR is a condition precedent to the issuance of a second NOTICE TO PROCEED for all other work. The WORK to be performed pursuant to the second NOTICE TO PROCEED shall be completed within ten calendar days of the Project Initiation Date specified in the second NOTICE TO PROCEED

6.1.2 Time is of the essence throughout this contract. The PROJECT shall be SUBSTANTIALLY COMPLETED within **<Number> calendar days** from the date of the second NOTICE TO PROCEED. The total PROJECT shall be completed and ready for final payment within **30 calendar days** from the date certified by CONSULTANT as the date of SUBSTANTIAL COMPLETION in accordance with Article 8.

6.1.3 LIQUIDATED DAMAGES.

A. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION.

1. The CMAR shall pay the OWNER the sum of _____ Dollars per day for each and every calendar day of unexcused

delay in achieving SUBSTANTIAL COMPLETION beyond the date set forth in the CONTRACT DOCUMENTS for SUBSTANTIAL COMPLETION of each phase, if phased, or the PROJECT, if not phased.

2. OWNER and CMAR acknowledge that any sums due and payable by the CMAR shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the OWNER as estimated at the time of executing the CONTRACT DOCUMENTS. If the OWNER reasonably believes in its discretion that SUBSTANTIAL COMPLETION will be delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays. If and when in the OWNER's discretion the CMAR overcomes the delay in achieving the SUBSTANTIAL COMPLETION, or any part thereof, for which the OWNER has withheld payment, the OWNER shall promptly release to the CMAR those funds withheld, but no longer applicable, as liquidated damages.

3. Partial use or occupancy of the PROJECT may not result in the Scope of Services/Work being deemed substantially completed, and such partial use or occupancy may not be evidence of SUBSTANTIAL COMPLETIOIN.

   SUBSTANTIAL COMPLETION, in the context of this contract, does not refer to any prior dates on which the OWNER employs other contractors to work on the same site.

B. LIQUIDATED DAMAGES FOR FINAL COMPLETION.

1. If the CMAR fails to achieve FINAL COMPLETION within 60 days of the date of SUBSTANTIAL COMPLETION, the CMAR shall pay the OWNER the sum of _____Dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for completion of the WORK or PROJECT.

2. Any sums due and payable hereunder by the CMAR shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the OWNER, as estimated at or before the time of executing this contract. When the OWNER reasonably believes that FINAL COMPLETION will be inexcusably delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays.

3. Prior to being entitled to receive final payment, and as a condition precedent thereto, the CMAR shall provide the OWNER, in the form and manner required by the OWNER, the following:

   a. An affidavit that the CMAR's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the PROJECT, have been paid or otherwise satisfied;

   b. Such other documents as required by the PROJECT MANUAL from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who may have a claim against the person or entity that retained it, including but not limited to final releases of bond;

   c. All product warranties, operating manuals, instruction manuals and other documents customarily required of the CMAR or reasonably required by the OWNER, including but not limited to those required elsewhere in the CONTRACT DOCUMENTS, as part of its Project Closing procedure.

6.1.4 CMAR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the PROJECT beyond the completion dates specified above or beyond an approved extension of time granted to CMAR, whichever date is later. Such costs shall be deducted from the monies due CMAR for performance of work under this contract by means of unilateral credit change orders issued periodically to CITY as costs are incurred by CONSULTANT and agreed to by CITY.

6.15 Extensions to the CONTRACT TIME for delays caused by the effects of inclement weather shall be submitted as a request for change in CONTRACT TIME pursuant to Article 6.3. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CMAR from productively performing controlling items of work identified on the accepted schedule or updates resulting in CMAR being unable to work at least 50% of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

6.2 SUBSTANTIAL COMPLETION DATE:

When CMAR considers that the WORK, or portion thereof designated by PROJECT MANAGER pursuant to Article 6.4 hereof, has reached SUBSTANTIAL COMPLETION , CMAR shall so notify PROJECT MANAGER and CONSULTANT in writing. CONSULTANT and PROJECT MANAGER shall then promptly inspect the WORK.

When CONSULTANT, on the basis of such an inspection, determines that the WORK or designated portion thereof is substantially complete, CONSULTANT will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 1 which shall establish the Date of SUBSTANTIAL COMPLETION ; shall state the responsibilities of CITY 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 said 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 7.81of this contract. Such delays shall include, but not be limited to, acts or neglect by any separate independent contractors employed by CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

6.4 USE OF COMPLETED PORTIONS:

6.4.1 CITY 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 7.4 or 7.6 hereof.

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

6.4.3 CITY shall give notice to CMAR in writing at least 15 calendar days prior to CITY'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 hereto as Form 1 from CITY.

6.4.4.1 Upon CONSULTANT's issuance of a Certificate of SUBSTANTIAL COMPLETION, CITY will assume full responsibility for maintenance, services, subsequent damages of or by the CITY and the public, adjustment of insurance coverage and start of warranty for 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.

6.4.4.3 If the CITY finds it necessary to occupy or use a portion or portions of the WORK to SUBSTANTIALCOMPLETION thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by CITY 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

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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, CITY 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 Ordinance.

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 CITY as hereinafter provided.

7.3 The PROJECT MANAGER through the CONSULTANT may direct CMAR to expedite the WORK by whatever means CMAR may use, including, without limitation, increasing staffing or working overtime to bring the work back within the progress schedule. If the 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 7.4 or Article 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 which are not properly executed, or the subject of field orders or supplemental instructions, including all changes resulting in changes in the CONTRACT PRICE , or the CONTRACT TIME , shall be authorized only 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 Purchasing Ordinance which is deemed to be incorporated by reference herein as though set forth in full.

7.4.2 CMAR's fee on such changes which exceeds GMP shall be determined as follows:

(a) A mutually acceptable fixed fee, or

(b) If none can be agreed upon, a fee based upon a percentage of the net change to the Cost of the Work resulting from the CHANGE ORDER , in accordance with Article 8.3, hereof, 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 a CHANGE ORDER setting forth adjustments is prior to receiving written authorization through the PROJECT MANAGER, it does so at its own risk and assume all associated responsibility and costs. Upon receipt of an approved CHANGE ORDER, CMAR shall promptly proceed with the WORK set forth within the document.

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, CITY 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 submit the matter in dispute to CONSULTANT as set forth in Article 30 hereof. Upon receipt of a 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, CMAR shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total CONTRACT PRICE contract price as increased and shall provide a copy of the revised bonds to the PROJECT MANAGER.

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 CONTRACT PRICE ELEMENT ADJUSTMENT MEMORANDA:

CONTRACT PRICE
FIXED FEE WITH A GUARANTEED MAXIMUM PRICE (GMP)

a.	Direct Construction Cost	$_____
b.	CMAR-staff	$_____
c.	Construction Phase Fee	$_____
d.	General Conditions	$_____
e.	Construction Contingency	$_____
f.	Owner's Contingency	$_____
TOTAL GMP (ALL INCLUSIVE)		$_____

The PROJECT MANAGER shall have the right to issue certain Contract Price Element Adjustment Memoranda which shall address the reallocation of sums between the Contract Price Elements within the CONTRACT PRICE. In no event shall the Contract Price be modified except by following 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 CONTRACT PRICE, and provided that amounts shall only be transferred from Elements a. through e. above with prior approval of the CMAR and the CITY.

At the completion of the WORK, a Memorandum will be issued in conjunction with a final CHANGE ORDER to remove any remaining sums within the Direct Construction Cost and General Conditions and reduce the GMP in accordance with subsection 7.4 and subsection 8.2 of this Agreement.

When major subcontracts of the PROJECT are bid and have been executed, if the sum of the subcontracts are below such WORK, a Memorandum 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 City Allowance Account 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 Memorandum will be issued in conjunction with a Final CHANGE ORDER to remove any remaining sums within the OWNER's CONTINGENCY AND the CONSTRUCTION CONTINGENCY the GMP shall be reduced in accordance with subsections 7.4 and 8.2 of this Agreement.

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 CITY 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 CITY 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 CITY 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 which extends the completion of the WORK which is caused by circumstances beyond the control of CMAR or its subcontractors, 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 hereof.

Failure of CMAR to comply with Article 6, subsection 6.3 hereof 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 CITY or its agents. In no event shall CMAR be compensated for interim or non-critical delays, which 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 Agreement, the CONTRACT PRICE will be increased by the sum of $_____ 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 CITY 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 CITY shall pay to CMAR a sum of money not to exceed the CONTRACT PRICE which is defined to be the total of: (i) CMAR's direct construction cost; (ii) so much of the CMAR's general conditions 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 management fee. The CONTRACT PRICE shall not exceed the sum shown in Exhibit "D" and in accordance with Article 1 as the GMP, adjusted to take into account any approved CHANGE ORDERS , and shall mean those costs necessarily incurred and paid by CMAR in connection with the performance of all the work.

8.2 After completion and acceptance of the work, in the event that the cost of the WORK plus the CMAR's 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 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 CITY'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 CITY shall not be required to pay any amount that exceeds the GMP; and CMAR shall have no claim against the CITY 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 CITY. The Cost of the Work shall include only those items set forth in this Article 8.3 and shall not include any items listed in Article 8.4. Cost of the Work shall be determined as follows:

8.3.1 SUBCONTRACTOR COSTS:

(a) CMAR's Direct Construction Cost, as generally described on Exhibit "A", attached hereto, 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) By mutual acceptance of a lump sum which SUBCONTRACTOR, CONTRACTOR and CITY acknowledge contains a component for

overhead and profit, which shall be subject to the limitation of subcontractor fees set forth in Article7, subsection 7.4.3. Whenever a change in subcontractor work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CMAR shall submit an initial cost estimate obtained from the subcontractor and acceptable to CONSULTANT. The breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one SUBCONTRACTOR and the change is an increase in the GMP, overhead and profit percentage of each SUBCONTRACTOR and CMAR, if applicable, shall be itemized separately.

(c) 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.

(d) 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 CONTRACTOR'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 _____ percent (_____) as set forth in the schedule of job classifications agreed upon by CITY and CONTRACTOR, subject to audit by CITY; or (b) at the CITY'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 CONTRACTOR 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.

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 CITY. 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 CITY.

Self-insurance by CMAR or insurance through any affiliates of CMAR shall not be permitted without the CITY's prior written approval. City'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 CITY, 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 CITY's separate contractors except pursuant to Change Order procedures set forth herein and in accordance with Section 38.48 of the Purchasing Ordinance.

(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.

(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, in the performance of the WORK.

8.4 Overhead EXCLUSIONS TO COST OF THE WORK:

is defined as any and all other costs, not referenced in Article 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 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 are to be considered administrative costs covered by CMAR's 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 as may be reasonably required by CONSULTANT, as more particularly described in subsection 8.5.4 below. CMAR shall submit with each Request for Payment, an updated progress schedule acceptable to CONSULTANT and either release of liens relative to the WORK which is the subject of the Request or consent of the surety as to such payment.

8.5.2 Ten percent of all monies earned by CMAR shall be retained by CITY until FINAL COMPLETION and acceptance by CITY in accordance with Article 8.9 hereof, except for the following items: General Conditions and self-performed Work performed on a cost reimbursement basis, if any.

8.5.3 After 50% of the WORK has been completed, the PROJECT MANAGER may reduce the retainage to five percent of all monies previously earned and all monies earned thereafter. After 90% of the WORK has been completed, the PROJECT MANAGER may reduce the retainage to two and one-half percent of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the sole discretion of the PROJECT MANAGER, shall be recommended by CONSULTANT, and CMAR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue solely to the benefit of CITY.

8.5.4 CITY 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 Liquidated 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 direct construction cost equal to the percentage of the WORK completed; plus (ii) an appropriate amount of the CMAR's 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 direct construction cost 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 CITY 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 SUBCONTRACTORS 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 30 days after FINAL COMPLETION of the WORK and acceptance thereof by the CITY, 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 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 CITY and CMAR shall share in any cost savings as follows: 75% City 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 Direct Construction Cost and/or General Conditions shall vest in the CITY and shall reduce the GMP.

To the extent any portion of the 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 City in full (to be excluded from any cost savings allocation and returned to the CITY 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 direct construction costs, or to cover other costs arising during construction, such as: anticipated costs that exceed a particular line item within the estimated CMAR's direct construction cost; 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 CONTINGENCY must first be approved by the CONSULTANT and the CITY in writing. CMAR will be required to furnish documentation evidencing the expenditures charged to the CONTINGENCY prior to release of funds by the CITY. At FINAL COMPLETION of the PROJECT, any remaining monies in the Construction Contingency shall vest in the CITY 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. above.

ARTICLE 10
DISCOUNTS, REBATES AND REFUNDS

10.1 All cash discounts obtained on payments made by CMAR shall accrue to the CITY unless CMAR actually advanced its own funds, prior to receipt of funds from CITY, to make the payment giving rise to the discount. When CMAR becomes aware that a cash discount may be available to CITY, CMAR shall, prior to advancing its own funds, notify CONSULTANT of such opportunity so

CITY can make the required payment to achieve the discount for the CITY. 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 CITY, 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 direct construction cost 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 CITY, 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 CITY, to name the CITY as an additional insured on its comprehensive general liability insurance; that the subcontractor 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 CITY, or as otherwise provided in the subcontract, whichever is more protective of the CITY'S interest; and that, in the event this contract is terminated for any reason, the SUBCONTRACTOR shall, at the CITY'S option, perform its subcontract for the CITY, or for a contractor designated by the CITY, 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 CITY 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 CITY 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 Contingency Allowance. 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 CITY designates a bidder as the selected SUBCONTRACTOR or supplier, and the s 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 CITY'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 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 has been furnished to the CITY 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 and 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 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 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 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 CITY, its employees and officers shall be named as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the CITY will be named as an Additional Insured and Loss Payee on all policies covering CITY-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the 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 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 contract. 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 CITY by the insurer. .

12.2.1 Comprehensive General Liability:

[Amounts should be provided by Risk Management]

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, as a minimum:

1. Each Occurrence
2. Products and Completed Operations

3. General Liability
4. Personal Adv. & Injury
5. General Aggregate

The City of Hollywood shall be listed as additional insured.

The minimum limits acceptable shall be:

<FILL IN AMOUNT> Each Occurrence
<FILL IN AMOUNT> General Aggregate

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, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

<FILL IN AMOUNT> Combined Single Limit (CSL)

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

<FILL IN AMOUNT> per Person
<FILL IN AMOUNT> per Occurrence
<FILL IN AMOUNT> Property Damage

The 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:

[Amounts should be provided by Risk Management]

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:

<FILL IN AMOUNT> Bodily Injury by Accident
<FILL IN AMOUNT> Bodily Injury by Disease, policy limits
<FILL IN AMOUNT> 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 CITY 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 CITY.

12.2.4 Professional Liability

[Amounts should be provided by Risk Management]

The minimum limits of liability shall be:

<FILL IN AMOUNT> each claim / <FILL IN AMOUNT> Aggregate
Deductible not to exceed 100,000

If coverage is provided on a claims made basis, an extended reporting period of (5) years will be required.

12.2.5 Pollution Liability

[Amounts should be provided by Risk Management]

Limits of liability
Each Occurrence <FILL IN AMOUNT>
Including non-owned disposal sites

12.2.6 Cyber Liability

[Amounts should be provided by Risk Management]

Limits of liability
Each Occurrence <FILL IN AMOUNT>

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12.2.7 Builder's Risk Insurance Requirements:

CMAR shall be required to purchase and maintain, throughout the life of the contract, and until the PROJECT is accepted by the City, 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 City to occupy the building prior to completion without effecting the coverage. The 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.

Deductible not to exceed $100,000

ARTICLE 13
INDEMNIFICATION

CMAR shall indemnify and hold harmless the 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 CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the CONTRACT DOCUMENTS. These provisions shall survive the expiration or earlier termination of the CONTRACT DOCUMENTS. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Section 768.28, Florida Statutes.

ARTICLE 14
PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETY

14.1 Within ten calendar days of being notified of the award, CMAR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached as Forms 4 and 5.

14.1.1 Each Bond shall be in the amount of 100% of the GMP guaranteeing to CITY the completion and performance of the WORK covered in this contract as well as full payment if all suppliers, material providers, laborers, or SUBCONTRACTORS employed pursuant to the PROJECT. Each Bond shall be with a surety company which is qualified pursuant to subsection 14.2.

14.1.2 Each Bond shall continue in effect for one year after FINAL COMPLETION and acceptance of the WORK with liability equal to 100% of the CONTRACT PRICE, or an additional bond shall be conditioned that CMAR will, upon notification by CITY, correct any defective or faulty WORK or materials which appear within one year after FINAL COMPLETION of the contract.

14.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be deemed amended from time to time, CMAR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide the PROJECT MANAGER with evidence of such recording.

14.2 QUALIFICATIONS OF SURETY:

14.2.1 Each bond must be executed by a surety company in recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

14.2.2 The Surety Company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States

Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1973 (31 DFR Section 223.10, Section 223.111). Further, the Surety Company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner.

14.2.3 The CITY will accept a surety bond from a company with a rating of B+ or better for bonds up to $2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the CITY shall review and either accept or reject the surety company based on the financial information available to the CITY. A surety company that is rejected by the CITY may be substituted by the bidder or proposer with a surety company acceptable to the CITY, only if the bid amount does not increase. The ratings of Surety shall correspond to the amount of bonds as follows:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ARTICLE 15
INDEPENDENT CONTRACTOR

In performing the WORK, CMAR shall be deemed an independent contractor and not an agent or employee of the CITY. CMAR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the WORK under this contract, unless the CONTRACT DOCUMENTS give other specific instructions concerning these matters.

ARTICLE 16
PROJECT RECORDS

16.1 CITY or its designee shall have the right to inspect and copy the books and records and accounts of CMAR and all major SUBCONTRACTORS including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda which relate in any way to the PROJECT, and to any claim for additional compensation made by CMAR which

relate to the PROJECT. CMAR shall preserve and make available to CITY all financial records, supporting documents, statistical records and any other documents which relate to the PROJECT t and to any claim for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Statute), if applicable, and, if the Public Records Act is not applicable, for a period of three years following FINAL COMPLETION of the PROJECT. During the PROJECT and for the appropriate record retention period, CMAR shall provide CITY access to its books and records at CMAR's usual place of business upon (72 hours written notice. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CMAR acknowledges that if Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this contract the provisions of Section 119.0701, Florida Statute are also applicable and CMAR acknowledges its obligations to comply with said requirements with regard to public records and shall:

(a) keep and maintain public records required by the City to perform the services required under the contract;

(b) upon request from the City's custodian of public records or his/her designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the CONTRACT DOCUMENTS and following the completion of the contract if the CMAR does not transfer the records to the City; and

(d) upon completion of the contract, CMAR shall transfer, at no cost to the City, all public records in possession of the CMAR or keep or maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the contract, the CMAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon completion of the contract, the CMAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS,

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CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG

16.1.1 CMAR's records shall include, but not be limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), surety files and bond company files, original estimates, estimating work sheets, correspondence, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by the CITY to substantiate charges related to this contract (all of the foregoing hereinafter referred to as records).

16.1.2 CMAR shall require all SUBCONTRACTORS, insurance agents and material suppliers (payees) to keep and maintain comparable records for the same time period and to permit the CITY to review, inspect and audit such records. CMAR shall include such requirements in all written subcontracts and purchase orders issued.

16.2 If an audit inspection or other examination by the City or the CITY's representatives in accordance with this Article, discloses overcharges (of any nature) by the CMAR to the CITY in excess of one percent of the total billings, the cost of the CITY's audit (whether performed by the CITY or outside auditors) shall be reimbursed or paid to the CITY by CMAR Any adjustments and/or records shall be made within a reasonable amount of time (not to exceed 30 days) from presentation of the CITY findings to CMAR.

ARTICLE 17
SURVEY

As required by the technical specifications (or, in absence of technical specification requirements concurrent with the Final Request for Payment), the CMAR shall furnish final surveys in electronic media utilizing CAD Standards as designated by the PROJECT MANAGER, in addition to three sets of hard copy, showing the exact locations of all structures and underground site Services installed by CMAR , including all water, sewer, gas, fuel, telephone, security and electric lines and main, and locations of all easements for such Services. Such surveys shall be prepared by a licensed Florida surveyor who shall certify that the WORK is installed and erected entirely upon the Project Site and within the building restriction lines, if any, and does not overcharge or encroach upon any easement or right-of-way of others.

ARTICLE 18
CMAR'S RESPONSIBILITY FOR THE WORK

18.1 CMAR shall accept full responsibility for the WORK against all loss or damage of whatsoever nature sustained until final acceptance by CITY, and shall promptly repair any damage done from any cause whatsoever.

18.2 CMAR shall be responsible for all materials, equipment and supplies pertaining to the PROJECT. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by CITY; CMAR shall replace it without cost to CITY. CMAR shall be responsible to protect all materials, equipment and supplies, keeping them free from deterioration, weathering, rusting or other action detrimental to the materials.

18.3 CITY reserves the right to award other contracts in connection with the PROJECT. CMAR shall afford other persons or contractors reasonable opportunity for the introduction and storage of materials and the execution of work under such separate contracts. CMAR shall properly connect and coordinate the WORK with the work of any other persons or contractors that might contract separately with CITY.

18.4 If any part of CMAR's WORK depends on proper execution of the WORK of any other persons, CMAR shall inspect and promptly report to CONSULTANT any defects in such work that render it unsuitable for such proper execution and results. CMAR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CMAR's WORK, except as to defects which may develop in other contractor's work after the execution of CMAR's WORK.

18.5 CMAR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the WORK so as to create no interference or impact on any other contractor on the Project site. Should such interference or impact occur, and CMAR failed to take reasonable steps, CMAR shall be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent WORK, CMAR shall inspect the WORK already in place and shall at once report to CONSULTANT any discrepancy between the executed WORK and the requirements of the CONTRACT DOCUMENTS

ARTICLE 19
OCCUPATIONAL HEALTH AND SAFETY

19.1 In compliance with applicable federal and state laws, any toxic substance listed in such laws delivered as a result of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

19.1.1 The chemical name and the common name of the toxic substance.

19.1.2 The hazards or other risks posed by the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosion, and reaction;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

19.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance, including appropriate emergency treatment in case of overexposure.

19.1.4 The emergency procedure for spills, fire, disposal, and first aid.

19.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

19.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

19.2 CMAR agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the project site any Hazardous Substance, (as defined in Section 20.5), except in accordance with applicable environmental laws. Further, in performing the WORK, CMAR TRACTOR shall not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable environmental laws.

19.2.1 In the event CMAR encounters on the PROJECT any Hazardous Substance, or what CMAR reasonably believes to be a Hazardous Substance, which is being introduced to the WORK, or exists on the Project location, in violation of any applicable environmental laws, CMAR shall immediately stop WORK in the area affected and report the condition to the CONSULTANT and PROJECT MANAGER. .

19.2.2 The PROJECT MANAGER through the CONSULTANT may direct CMAR, by utilization of CITY'S allowance]account funds, to remediate and/or render harmless the Hazardous Substance in accordance with applicable permits then in existence, but CMAR not be required to remediate and/or render harmless the Hazardous Substance absent such direction. If CMAR is not so directed, CMAR shall not be required to resume WORK in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

19.2.3 For purposes of this contract, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture, which is defined in or included under or regulated by any local, state, or federal law, rule, ordinance, by-law, or regulation pertaining to Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), The Resource Conversation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), The Clean Water Act (CWA), the Clean Air Act (CAA), and The Marine Protection Research and Sanctuaries Act (MPRSA), The Occupational Safety and Health Act (OSHA), The Superfund Amendments and Reauthorization Act of 1986(SARA), or other state superior lien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as Environmental Laws). It is CMAR's responsibility to comply with Article 20 of this contract based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

ARTICLE 20
PERMITS, LICENSES AND IMPACT FEES

20.1 The parties agree that the Public Bid Disclosure Act does not apply to this contract because the CITY is reimbursing CMAR the actual amount or direct cost of permits, licenses and impact fees required by law for the PROJECT. Accordingly, CITY permits, licenses and impact fees are not listed. CMAR shall obtain all required permits and licenses as required for completion of the PROJECT. Such permits and licenses, along with any corresponding general and specific conditions and requirements, shall become a part of the CONTRACT DOCUMENTS. CMAR shall comply with all conditions and requirements of said permits and licenses.

Payment of all such permits and licenses, and impact fees shall be made by CMAR as part of the General Conditions within the GMP and shall include all federal, state, and local application, permit, and surcharge fees. CMAR shall be responsible for paying any and all fees, penalties, and fines imposed as a result of CMAR's failure to obtain such permits and licenses prior to the commencement of the WORK and shall pay such costs by deducting them from its r fee.

20.2 If applicable, Local Business Taxes must be paid as required by Section 205.065, Florida Statutes, and evidence of such payment must be submitted within ten days of execution of this contract.

20.3 It is CMAR's responsibility to have and maintain appropriate Certificates(s) of Competency, valid for the WORK to be performed and valid for the jurisdiction in which the WORK is to be performed for all persons working on the PROJECT for whom a Certificate of Competency is required.

ARTICLE 21
PERSONNEL

21.1 All personnel used or employed by CMAR in the performance of the WORK shall be qualified by training and experience to perform their assigned tasks. At the request of the CITY or the CONSULTANT, CMAR shall not use in the performance of the WORK any personnel deemed by the CITY or the CONSULTANT to be incompetent, careless, or unqualified to perform the WORK assigned to that person, or otherwise unsatisfactory to the CITY.

21.2 CMAR agrees that in the performance of the WORK called for by this contract, it will employ only such labor, and engage SUBCONTRACTORS that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the PROJECT and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which CMAR or any other contractor may then be erecting or altering on behalf of the CITY.

21.3 CMAR agrees that it shall not employ any labor that will interfere with labor harmony at the project site or with the introduction and storage of materials and the execution of WORK by other contractors or by SUBCONTRACTORS.

21.4 CMAR shall furnish the CONSULTANT on request, resumes of CMAR's key personnel involved in the day-to-day WORK on the PROJECT.

21.5 PREVAILING WAGE REQUIREMENT:

21.5.1 CMAR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by it or its SUBCONTRACTORS on the WORK covered by this contract which shall be not less than the prevailing rate of wages and fringe benefits or cash equivalent for similar skills or classifications of Work as established by the General Wage Decision of the United States Department of Labor for Broward County, Florida that is in effect prior to the date the CITY issued the invitation for bids for this project (Exhibit "C"). If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the WORK classification for which no fringe benefit rate has been provided.

21.5.2 Upon commencement of WORK, CMAR and all of its SUB-CONTRACTORS shall post a notice in a prominent place at the project site stating the requirements of this section.

21.5.3 If any questions should arise concerning the applications of this section, which are not specifically addressed, the CITY may, but is not

required to, rely on rules, regulations, practices, administrative rulings and court decisions governing applications of the Davis-Bacon Act.

21.5.4 CMAR and SUBCONTRACTORS shall submit to the CITY on a monthly basis, the attached Form 2, for payroll sheets, which have been certified under oath by CMAR and/or SUBCONTRACTORS as to their accuracy and compliance with the provisions of this Section. The certified payroll sheets shall contain the following: name and address of each employee; his/her current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid. Such records shall be maintained by the CMAR and its SUBCONTRACTORS for a period of at least three years following completion of the WORK.

21.5.5 The CITY may withhold, or cause to be withheld from CMAR, a portion of any requisitioned payment as may be considered necessary to pay laborers, mechanics and apprentices the full amount of wages required by this Section. The CITY, or its designee, may enter onto the job site and conduct such inquiries of CMAR's workers and its SUBCONTRACTOR's workers to determine whether this Section is being complied with.

If CMAR or its SUBCONTRACTOR fails to pay any laborers, mechanics or apprentices employed or working on the job site all or part of the wages required by this Section, then the CITY may, after written notice to CMAR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have been corrected. If the violations are not corrected, the CITY may terminate CMAR's right to proceed with the WORK or such part of the WORK for which there has been a failure to pay the required wages and take such steps as are necessary to complete the WORK, whereupon CMAR and its sureties shall be liable to the CITY for all excess costs incurred by the CITY.

21.5.6 CMAR shall insert in any subcontracts such language as is necessary to require all of its SUBCONTRACTORS to comply with the requirements of this Section. CMAR shall be responsible for noncompliance by any of its SUBCONTRACTORS. This section shall be deemed part of any contract entered into between CMAR and any of its SUBCONTRACTORS.

ARTICLE 22
CMAR's WARRANTIES

22.1 CMAR warrants to CITY that all materials and equipment under this contract will be new unless otherwise specified and that all of the WORK will be of good quality free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized by the PROJECT MANAGER

and CONSULTANT may be considered defective. If required by CONSULTANT, CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 23 herein.

22.2 CMAR shall provide a one year warranty and shall coordinate and supervise the completion of warranty work during the warranty period. CMAR shall participate with the OWNER in conducting warranty inspections held during the sixth month and 11th month after occupancy. CMAR shall deliver all as-built drawings, warranties and guarantees to the PROJECT MANAGER.

CMAR shall provide a warranty summary report at the end of each warranty inspection. This report shall provide at a minimum:

(a) description of each warranty item during the period;
(b) date item reported to CMAR;
(c) date item corrected. If more than one trip required, document each.
(d) description of action taken to cure warranty items;
(e) signature of PROJECT MANAGER acknowledging warranty items have been completed; and
(f) other pertinent information, if applicable.

Refusal of CMAR to provide any work required in the warranty phase of the PROJECT shall be a basis for non-payment of any and all warranty phase fees otherwise due and payable at the time of refusal.

The CMAR has carefully examined the site of the PROJECT, to the extent available, and adjacent areas, has suitably investigated the nature and location of the WORK and satisfied itself as to the general and local conditions which are applicable, including but not limited to : (a) conditions related to site access and to the transportation, disposal, handling and storage of materials, (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the site and existing site conditions including: location, size, utility capacities and connection options of external utilities ; (e) the surface conditions of the ground and the subsurface conditions of the land as identified by the site geotechnical report and soil borings provided by the CONSULTANTS and/or CITY and (f) the character and availability of the equipment and facilities which will be needed prior to and during the performance of the WORK.

All PROJECT Construction Cost estimates provided by CMAR for the WORK, based on 50%(or greater percentage of completion), Plans and Drawings and Specification Submittals, produced by the CONSULTANT, will be complete and accurate; will incorporate the cost for the means and methods required to complete the WORK; and will incorporate the cost for all schedule constraints shown on the Contract Schedule necessary to complete the WORK within the CONTRACT TIME.

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ARTICLE 23
DEFECTIVE WORK

23.1 CONSULTANT shall have the authority to reject or disapprove work which CONSULTANT finds to be defective. If required by CONSULTANT, CMAR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CMAR shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Such costs shall be included in the GMP.

23.2 Should CMAR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the CONTRACT DOCUMENTS within the time indicated in writing by CONSULTANT, CITY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CMAR's expense. Any expense incurred by CITY in making such removals, corrections or repairs shall be paid for out of any monies due or which may become due to CMAR and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of CMAR to make all necessary repairs promptly and fully, CITY may declare a default.

23.3 If, within one year after the date of FINAL COMPLETION or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the CONTRACT DOCUMENTS, any of the work is found to be defective or not in accordance with the CONTRACT DOCUMENTS, CMAR, after receipt of written notice from CITY, shall promptly correct such defective or nonconforming work within the time specified by CITY without cost to CITY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation, which CMAR might have under the CONTRACT DOCUMENTS.

23.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate CITY to final acceptance.

23.5 CMAR shall: (i) replace any part of the WORK that fails to conform with the requirements of this contract that appear during progress of the work on the PROJECT; (ii) remedy any defects in the WORK due to faulty materials or workmanship which appear within a period of one year from the time of FINAL COMPLETION of the WORK or portions thereof hereunder or within such longer period of time as may be set forth in the CONTRACT DOCUMENTS or as may be required by law; and (iii) replace, repair or restore any parts of the PROJECT or furniture, fixtures, equipment or other items placed therein (whether by the CITY or any other party) that are injured or damaged by any such parts of the WORK that do not conform to the requirements of this contract or are due to defects in the WORK . The provisions of this Article shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor or subcontractor of the CITY unless CMAR is acting in such capacity or capacities. The cost to CMAR of performing any of its obligations under this Article shall be

within the GMP. CMAR 's responsibility to make repairs and redo work under this Article is in addition to CMAR' s responsibility to the CITY for any other damages of any kind for which CMAR would be legally responsible.

23.6 If the CITY and CMAR deem it inexpedient to require the correction of work damaged or not performed in accordance with the CONTRACT DOCUMENTS, an equitable deduction from the CONTRACT PRICE and the GMP shall be made by agreement between CMAR and the CITY. Until such settlement, the CITY may withhold such sums as the CITY deems just and reasonable from monies, if any, due CMAR. If no monies are held by the CITY, reimbursement shall be made to the CITY within 30 days by CMAR.

23.7 CMAR's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies the CITY may have under this contract, at law, or in equity for defective WORK.

ARTICLE 24
SIGNAGE

24.1 Any requirements for a project sign shall be as set forth within the Technical Specifications section.

24.2 All construction signage located at the project location shall be subject to the prior written approval of the CONSULTANT and PROJECT MANAGER. CMAR recognizes that all signage may be disallowed, in the CONSULTANT's and PROJECT MANAGER's sole discretion, and that existing signage or advertising on construction field offices, trailers, construction fences, and other construction elements or aids, may be required to be masked or deleted at no cost or expense to the CITY. Such signage will be considered an overhead expense pursuant to subsection 8.4 and if allowed shall not be included within the Cost of the Work.

ARTICLE 25
PUBLIC ENTITY CRIMES ACT

25.1 CMAR represents that the execution of this contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vender list. Violation of this section shall result in termination of this contract and recovery of all monies paid pursuant to this contract, and may result in debarment from CITY's competitive procurement activities.

25.2 In addition, to the foregoing, CMAR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether CMAR has been placed on the convicted vendor list.

ARTICLE 26
OWNERSHIP OF CONTRACT DOCUMENTS

Any and all drawings, specifications, designs, models, photographs, reports, surveys, and other data submitted by CMAR and provided in connection with the CONTRACT DOCUMENTS are and shall remain the property of the CITY whether the PROJECT for which they are made is completed or not. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CMAR become the property of CITY and shall be delivered by CMAR to CITY within seven days of termination of the CONTRACT DOCUMENTS by either party. Any compensation due to CMAR shall be withheld until all documents are received as provided herein. CMAR shall adhere to Chapter 119, Florida Statutes, entitled "Public Records Act" and the requirements set forth in Article 16 of this Agreement.

ARTICLE 27
CMAR's REPRESENTATIVE

CMAR shall advise, the CITY, in writing of any limitations on the authority of CMAR's representative; otherwise, CMAR's representative shall be considered to have full authority to executive any and all instruments requiring CMAR's signature and to act on behalf of CMAR with respect to all matters arising out of this contract. .

ARTICLE 28
CITY's RIGHT TO TERMINATE CONTRACT

28.1 In the event that CMAR fails to begin the WORK within ten calendar days after the project initiation date, fails to perform the WORK with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the WORK, or shall perform the WORK unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the WORK pursuant to the accepted schedule or its SUBCONTRACTOR fails to perform any material term set forth in the CONTRACT DOCUMENTS or if CMAR shall become insolvent or be declared bankrupt, or commits any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the WORK in an acceptable manner, PROJECT MANAGER may give notice in writing to CMAR and its Surety of such delay, neglect or default, specifying the same.

If CMAR , within a period of ten calendar days after such notice, shall not proceed in accordance therewith, then CITY may upon written certificate from CONSULTANT of the fact of such delay, neglect or default and CMAR'S failure

to comply with such notice, terminate the services of CMAR , exclude CMAR from the project site and take the prosecution of the WORK out of the hands of CMAR , and appropriate or use any or all materials and equipment that are an integral part of the WORK on the project site as may be suitable and acceptable. In such case, CMAR shall not be entitled to receive any further payment until the PROJECT is completed.

In addition, CITY may enter into an agreement for the completion of the PROJECT according to the terms and provisions of the CONTRACT DOCUMENTS, or use such other methods as in CITY'S sole opinion shall be required for the completion of the PROJECT according to the terms and provisions of the CONTRACT DOCUMENTS, or use such other methods as in CITY'S sole opinion shall be required for the completion of the PROJECT in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the PROJECT, shall be deducted from any monies due or which may become due to CMAR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CMAR shall be liable and shall pay to CITY the amount of said excess.

28.2 If after notice of termination of CMAR's right to proceed, it is determined for any reason that CMAR was not in default, the rights and obligations of CITY and CMAR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in subsection 28.3 below.

28.3 This contract may be terminated for convenience in writing by CITY upon ten days written notice to CMAR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CMAR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CMAR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work and/or services performed. No payment shall be made for profit for work and/or services that have not been performed.

28.4 Upon receipt of Notice of Termination pursuant to this Article , CMAR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the CONTRACT DOCUMENTS whether completed or in process.

ARTICLE 29
CMAR's RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CONSULTANT fails to review and approve or state in writing reasons for rejection of any Request for Payment within 20 days after it is properly presented, or if CITY fails either to pay CMAR within 30 days after presentation by CONSULTANT of any sum certified by CONSULTANT, or to notify CMAR and CONSULTANT in writing of any objection to the Request for Payment, then CMAR may give written notice to CITY and CONSULTANT of such delay,

neglect or default, specifying the same. If CITY or CONSULTANT (where applicable), within a period of ten calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then CMAR may stop work or terminate this contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by CITY to a Request for Payment shall be submitted to CONSULTANT in accordance with the provisions of Article 30 hereof.

ARTICLE 30
RESOLUTION OF DISPUTES

30.1 To prevent all disputes and litigation, it is agreed by the parties hereto that CONSULTANT shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the CONTRACT DOCUMENTS and fulfillment of this contract as to the character, quality, amount, value of any work done and materials furnished, or proposed to be done or furnished under or by reason of, the CONTRACT DOCUMENTS, and CONSULTANT's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Article . Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of PROJECT MANAGER and CMAR shall be submitted to CONSULTANT in writing within 2) calendar days. CONSULTANT shall notify PROJECT MANAGER and CMAR in writing of CONSULTANT's decision within 21 calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CONSULTANT requires additional time to gather information or allow the parties to provide additional information. All nontechnical administrative disputes shall be determined by the PROJECT MANAGER pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CMAR, CONSULTANT, and PROJECT MANAGER shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

30.2 In the event the determination of a dispute under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party in writing within ten days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any CONTRACT PRICE adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled as a result of the determination. Within 60 days after FINAL COMPLETION of the WORK, the parties shall participate in mediation to address all objections to any mediator mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

30.3 The CONTRACT DOCUMENTS, inclusive of the contract, shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sites, and shall be governed by the laws of the State of Florida. By entering into this contract, CMAR and CITY hereby expressly waive any rights either party may have to trial by jury of any civil litigation related to, or arising out of the PROJECT. CMAR, pursuant to Article 11 of this contract, shall specifically bind all SUBCONTRACTORS to the provisions of this contract.

Pending resolution of any dispute arising under this contract, other than termination hereof, CMAR shall proceed diligently with performance of this contract and the CITY shall continue to make payments in accordance with the CONTRACT DOCUMENTS.

ARTICLE 31
NOTICES

Notices: All notices to be given hereunder shall be in writing, and may be given by depositing the same in the United States Mail addressed to the party to be notified, postpaid, return receipt requested, or by delivering the same in person to such party with written receipt of acknowledgement of delivery by a person at the address (s) set forth below. All notices to be given to the parties hereto shall be sent to or made to the addresses shown below. The place for giving notice shall remain the same as set forth herein unless changed in the manner provided in this Article.

For CMAR :

_____

_____

_____

For City:

Director
Department of Design and Construction Management
2207 Raleigh Street
Hollywood, FL 33020

And to Consultant:

_____

_____

_____

ARTICLE 32
HURRICANE PRECAUTIONS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, CMAR shall take all precautions necessary to secure the project site in response to all threatened storm events, regardless of whether the CITY or CONSULTANT has given notice of same.

Compliance with any specific hurricane warning or alert precautions which are within the normal scope of work of CMAR , i.e. normal construction clean-up of debris and securing all loose items at the site, will not constitute additional work and will be performed at no additional cost to the CITY.

Additional work (which is over and beyond removal of debris and securing of loose items) relating to hurricane warning or alert at the project site will be addressed by a change order in accordance with Article7, subsection 7.4.

Suspension of the work caused by a threatened or actual storm event, regardless of whether the CITY has directed such suspension, will entitle CMAR to additional CONTRACT TIME as non-compensable, excusable delay, and shall not give rise to a claim of compensable delay.

ARTICLE 33
OTHER TERMS & CONDITIONS

33.1 Third Party Beneficiaries: Neither CMAR nor CITY intend to directly or substantially benefit a third party by this contract. Therefore, the parties agree that there are no third party beneficiaries to this contract and that no third party shall be entitled to assert a claim against either of them based upon the CONTRACT DOCUMENTS. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the CONTRACT DOCUMENTS.

33.2 Conflicts: Neither CMAR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic to, or incompatible with, CMAR's loyal and conscientious exercise of judgment related to its performance under this contract. CMAR agrees that none of its employees shall, during the term of this contract, serve as an adverse, hostile or expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CMAR agrees that I such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of CITY in any such pending or threatened legal or administrative proceeding. The limitations of this Article shall not preclude CMAR and any other persons from representing themselves in any action or in any administrative or legal proceeding. In the event CMAR is permitted to utilize SUBCONTRACTORS to perform any services required by the CONTRACT DOCUMENTS, CMAR agrees to prohibit its SUBCONTRACTORS, by written contract, from having any conflicts as within the meaning of this Article.

33.3 Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of the CONTRACT DOCUMENTS has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

33.4 Drug Free Workplace: It is a requirement of CITY that it enter into contracts only with firms that certify the establishment of a drug-free workplace. Execution of this contract by CMAR shall also serve as CMAR's required certification that it either has or that it will establish a drug-free workplace.

33.5 Assignment: Neither the CONTRACT DOCUMENTS nor any interest herein shall be assigned or transferred by CMAR.

33.6 Waiver: No consent or waiver, express or implied, by either party to this contract to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party hereunder, nor deemed to be a modification of this contract. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder, provided however this section shall not alter or amend the notice provisions set forth in the Construction Documents including but not limited to, in Article 6. Inspection by, payment by or tentative approval or acceptance by the CITY, or the failure of the CITY to perform any inspection hereunder shall not constitute a final acceptance of the WORK or any part thereof and shall not release CMAR from any of its obligations hereunder.

33.7 Construction of Terms: Unless the context clearly intends the contrary, words singular or plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other. The term "person" shall be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context shall require.

33.8 Prohibition Against Contingent Fees.

CMAR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CMAR, to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CMAR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract. For a breach or violation of this provision, CITY shall have the right to terminate this contract without liability at its discretion, or to deduct from the CONTRACT PRICE or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

33.9 Captions: The captions used for the Articles of this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Contract or any Article hereof.

33.10 Entire Agreement; Severability; Amendments: These Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this contract that are not contained in the CONTRACT DOCUMENTS. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Article 7. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this contract shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.

33.11 Counterparts: This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

THE CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By: _____
Josh Levy, Mayor

ATTEST:

_____
Patricia A. Cerny, MMC
City Clerk

Approved As To Form & Legal Sufficiency for the use and reliance of the City of Hollywood, Florida, only.

_____
Douglas R. Gonzales, City Attorney

Approved by:

_____
Cintya Ramos, Director of Financial Services

Construction Management at Risk Agreement Phase II Construction Services

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	_____
(SEAL)	(Witness) (Signature of individual)
_____	_____
(SEAL)	(Witness) (Signature of individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____	_____
Witness	(Name of Firm)
_____	_____
(SEAL)	(Witness) (Signature of individual)

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CONSTRUCTION MANAGEMENT AT RISK AGREEMENT FOR PHASE II CONSTRUCTION SERVICES

WHEN THE CONTRACTOR IS A PARTNERSHIP:
Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ BY: _____
(Witness) (Partner)

WHEN THE CONTRACTOR IS A CORPORATION:
ATTEST:

_____
Secretary

_____
(Correct Name of Corporation)

(SEAL) BY: _____
(President)

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LIST OF EXHIBITS AND FORMS

Exhibits:

A. CMAR's Direct Construction Costs
B. CMAR's Staff General Condition Costs, Construction Contingency and Fee
C. Project Schedule and List of Contract Documents Drawings and Specifications.
D. Authorization for Construction-Project Terms and Requirements
E. CMAR Project Team
F. CMAR's GMP Qualifications & Clarifications
G. Pre-Construction Services Agreement

1. **Forms:**Performance Bond
2. Payment Bond

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EXHIBIT A
CONSTRUCTION MANAGER AT RISK DIRECT CONSTRUCTION COST

[Insert bid schedule with direct construction cost by subcontractor, trade]

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EXHIBIT B

CONSTRUCTION MANAGER AT RISK GENERAL CONDITIONS, CONSTRUCTION CONDITIONS, COTINGENCY AND FEE

[Insert bid schedule itemizing CMAR's, staff costs, general conditions, construction contingency, and fee]

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EXHIBIT C

PROJECT SCHEDULE AND LIST OF CONTRACT DOCUMENTS AND SPECIFICATIONS

[Insert project schedule, list of contract drawings, listing of specifications, table of contents; with date for each

EXHIBIT D

AUTHORIZATION FOR CONSTRUCTION

Pursuant to the Agreement between the City of Hollywood and **Name of CM Firm** ("Construction Manager"), for the construction of **[Name of Project]**, the City of Hollywood and the Construction Manager hereby execute the **Authorization** and further agree as set forth below.

[Optional: Whereas, the Project is being performed in phases as permitted by the Contract for Construction; and Whereas, the City of Hollywood desires to authorize Construction Manager to commence the [_____] phase of the project.]

1. Construction Manager shall commence [Optional: the ___ phase] of the Work within ten (10) calendar days after the date indicated on the Notice to Proceed. The date of the Substantial Completion for the Project shall be: **Month Date, Year**.
2. The date of the Final Completion for the Project shall be **forty-five (45)** days after the date of Substantial Completion.
3. The construction Manager's Guaranteed Maximum Price ("GMP") proposal dated **Month date, Year** [Optional: for _____ phase] attached hereto and incorporated herein, is accepted by the Owner.
4. The Contraction Manager shall award Trade Contracts representing ninety percent (90%) or more of the Cost of the Work within **ninety (90)** days of issuance of the Notice to Proceed for Construction Services.

Item	Amount
Direct Construction Cost of the Work	$
	$
Construction Contingency	$
General Conditions Cost	$
Construction Phase Fee	$
Owners Contingency	$
Guaranteed Maximum Price	$

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

Approved:

Douglas R. Gonzales
City Attorney

Approved:

Melisa Cruz
Director, Department of Financial Services

Attest:

Patricia A. Cerny, MMC
City Clerk

Submitted:

Assistant Director, Department of Design & Construction Management

Recommended:

Director, Department of Design & Construction Management

Approved:

Josh Levy
Mayor

Accepted:

[Insert: Name , Title]
[Insert: Name of Construction Firm]

Distribution:
1 Original to Construction Manager
1 Original to DCM Project File
Cc: Senior Accountant

Account No.:

Note to Construction Manager: Please Sign All Originals and Return to the Department of Design & Construction Management

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EXHIBIT ECONSTRUCTION MANGER AT RISK PROJECT TEAM

[Insert CMAR's project team, name, responsibilities, project organization chart, and individual qualifications]

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EXHIBIT F

CONSTRUCTION MANAGED AT RISK – GMP PROPOSAL, QUALIFICATIONS AND CLARIFICATIONS

[Insert GMP proposal, qualifications, and clarifications]

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EXHIBIT G

PROJECT PRECONSTRUCTION SERVICES AGREEMENT

[Insert executed project Pre-construction Services Agreement]

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DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Hollywood in the sum of_____ _____Dollars ($_____), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____ 20 _____, entered into between the Principal and the City of Hollywood, Florida, for:

_____

_____

Contract Number _____ located at _____
(Address location of the job)

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

* Note: The principal business address, phone number of the Contractor and Surety are listed on the signature pages of this form.

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NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Contract, Performance Bond, Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood its officials and employees against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood its officials and employees any difference between the sum that the City of Hollywood its officials and employees may be obliged to pay for the completion of said work, by Contract or otherwise, and any damages, whether direct, indirect, or consequential, which the City of Hollywood its officials and employees may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood its officials and employees against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

AND, any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in section 255.05, Florida Statutes.

The Surety hereby waives notice and agrees that any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this bond.

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WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Performance Bond _____

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number

Signed, sealed and delivered in the presence of:

_____	_____
Witness	Witness
_____	_____
Printed Name of Witness	Printed Name of Witness
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number

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WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Performance Bond _____

_____
Name of Firm

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number

Signed, sealed and delivered in the presence of:

_____	_____
Witness	Witness
_____	_____
Printed Name of Witness	Printed Name of Witness
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number

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WHEN THE PRINCIPAL IS A PARTNERSHIP:

Performance Bond _____

_____
Name of Partnership

BY:_____
Partner (SEAL)

_____
Printed Name of Partner

_____
Address of Partner

_____
Phone Number

Signed, sealed and delivered in the presence of:

_____	_____
Witness	Witness
_____	_____
Printed Name of Witness	Printed Name of Witness
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number

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WHEN THE PRINCIPAL IS A CORPORATION:
attest:

Performance Bond _____

_____
Secretary

_____
Name of Corporation

BY: _____
(Affix Corporate Seal)

_____
Printed Name

_____
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

_____
Secretary (SEAL)

_____
Printed Name of Secretary

TO BE EXECUTED BY CORPORATE SURETY:
attest:

_____
Secretary

_____
Corporate Surety

_____
Business Address

_____
Business Phone Number

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BY: _____
(Affix Corporate Seal)

_____
Attorney-In-Fact

_____
Name of Local Agency

_____
Business Address

_____
Phone Number

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DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

STATE OF FLORIDA
COUNTY OF BROWARD
CITY OF HOLLYWOOD

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, ___ _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____ _____ and that he has been authorized by _____ _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn before me this _____ day of _____, 20___

_____
Notary Public, State of Florida

_____
Printed Name of Notary

Commission Number:_____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF
HOLLYWOOD, FLORIDA, ONLY.

BY: _____
CITY ATTORNEY

APPROVED AS TO FINANCE DIRECTOR

BY:_____
DIRECTOR OF FINANCE

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DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Hollywood, its officials and employees, in the sum of _____ _____Dollars ($_____), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____20 _____, entered into between the Principal and the City of Hollywood, Florida, for:

_____

_____

_____

_____

Copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

A. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 713.01 of the Florida Statutes.

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B. The above named Principal and Surety hereby jointly and severally agree with the City of Hollywood, its officials, and employees, that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal and Surety with a notice that he intends to look to this bond for protection.

2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal and Surety written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

4. Other than in a state court of competent jurisdiction in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.

D. The Principal and the Surety jointly and severally, shall repay the City of Hollywood any sum which it may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

E. The Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

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F. The Surety represents and warrants to the City of Hollywood, its officials, and employees, that they have a Best's Key Rating Guide, General Policyholder's rating of "A" and Financial Size Category of Class "X".

G. Any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05, Florida Statutes.

H. The Surety hereby waives notice and agrees that any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this bond.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ , 20_____ A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

This bond is executed pursuant to Section 255.05, Florida Statutes, and is subject to the notice and time limitation provisions thereof.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number of Individual

Signed, sealed and delivered in the presence of:

Witness	Witness
Printed Name of Witness	Printed Name of Witness
Address of Witness	Address of Witness
Phone Number of Witness	Phone Number of Witness

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

_____
Name of Firm

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number of Individual

Signed, sealed and delivered in the presence of:

Witness	Witness
Printed Name of Witness	Printed Name of Witness
Address of Witness	Address of Witness
Phone Number of Witness	Phone Number of Witness

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WHEN THE PRINCIPAL IS A PARTNERSHIP:

_____
Name of Partnership

BY:_____
Partner (SEAL)

_____
Printed Name of Partner

_____
Address of Partner

_____
Phone Number of Partner

Signed, sealed and delivered in the presence of:

Witness	Witness
Printed Name of Witness	Printed Name of Witness
Address of Witness	Address of Witness
Phone Number of Witness	Phone Number of Witness

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WHEN THE PRINCIPAL IS A CORPORATION:
attest:

_____ Secretary

_____ Name of Corporation

BY: _____ (Affix Corporate Seal)

_____ Printed Name

_____ Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

_____ Secretary (SEAL)

_____ Printed Name of Secretary

TO BE EXECUTED BY CORPORATE SURETY:
attest:

_____ Secretary

_____ Corporate Surety

_____ Business Address

_____ Business Phone Number

BY: _____ (Affix Corporate Seal)

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

_____
Attorney-In-Fact

_____
Name of Local Agency

_____
Business Address

_____

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

STATE OF FLORIDA
COUNTY OF BROWARD
CITY OF HOLLYWOOD

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, ___ _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____ _____ and that he has been authorized by _____ _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn before me this _____ day of _____, 20___.

_____
Notary Public, State of Florida

_____
Printed Name of Notary

Commission Number:_____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF
HOLLYWOOD, FLORIDA, ONLY.

BY:_____
CITY ATTORNEY

APPROVED AS TO FINANCE DIRECTOR

BY:_____
DIRECTOR OF FINANCE

EXHIBIT "E"

City of Hollywood, FL
Subcontractor and Material Supplier Payment Certification

(Check the category that applies to this certification. One form to be completed for each Subcontractor and Material Supplier)

a. ☐ Local SBE Subcontractor/Material Supplier
b. ☐ Local MBE Subcontractor/Material Supplier
c. ☐ Other Subcontractor/Material Supplier

Release of Lien information (agrees with) ☐ or (does not come from) _____ Payment Application.

Amount of Contract with Subcontractor ☐ or Material Supplier ☐ $_____.

Amount Paid to Date $ _____ Percentage Paid to Date _____

This is to certify that _____
(Subcontractor of Material Supplier)

Received Partial ☐ or Final ☐ payment in the amount of $_____ on _____
(actual amount) (date)

from _____ for labor ☐ or materials ☐ used on
(Name of Prime Contractor)

_____ _____
(Contract/Project Name) (Contract/Project Number)

Printed _____ Signed _____
(Prime Contractor Official)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

_____ _____ _____
(Notary Public) Commission Expires Notary Seal

Printed _____ Signed _____
(Official of Subcontractor or Material Supplier of over $1,000 value)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

_____ _____ _____
(Notary Public) Commission Expires Notary Seal

Due: Contractor shall provide a partial released of lien for each subcontractor and/or material supplier for amounts over $1,000 based on the current schedule of values as attached to each Application and Certificate for Payment. This partial release of lien

shall include the percentage of work completed this period and be provided to the City of Hollywood the earlier of 30 days after payment made to prime contractor or prior to the next payment request by the prime contractor.

NOTE: If the Contractor without reasonable cause fails to make payment to Subcontractors and/or Material Suppliers within 15 working days after receipt by the Contractor of full or partial payment, the Contractor shall pay the Subcontractor and/or Material Supplier a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed.

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EXHIBIT F

Tabulation of Subcontractors and Material Suppliers

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Hollywood. Please add more lines if necessary.

Subcontractor Name and Address	Class of Work or Material	Must provide Percentage or Price of Work/Materials to complete work	(Check appropriate Business Type) Local Minority Business	Local Small Business	Other Business
1.			☐	☐	☐
2.			☐	☐	☐
3.			☐	☐	☐
4.			☐	☐	☐
5.			☐	☐	☐

Material Suppliers Name & Address	Supply/ Material		Local Minority Business	Local Small Business	Other Business
1.			☐	☐	☐
2.			☐	☐	☐
3.			☐	☐	☐
4.			☐	☐	☐

Company Name:_____
Date:_____

By: _____
Title:_____

Completion and submission of this form with the bid is mandatory for bid to be considered responsive!

FORMS

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and

_____, as Surety, are held and

firmly bound unto the City of Hollywood in the sum of_____

_____Dollars ($_____), for the payment of said

sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for

the faithful performance of a certain written contract, dated the _____ day of _____ 20

_____, entered into between the Principal and the City of Hollywood, Florida, for:

_____

_____

Contract Number _____ located at _____
(Address location of the job)

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

* Note: The principal business address, phone number of the Contractor and Surety are listed on the signature pages of this form.

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NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Contract, Performance Bond, Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood its officials and employees against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood its officials and employees any difference between the sum that the City of Hollywood its officials and employees may be obliged to pay for the completion of said work, by Contract or otherwise, and any damages, whether direct, indirect, or consequential, which the City of Hollywood its officials and employees may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood its officials and employees against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

AND, any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in section 255.05, Florida Statutes.

The Surety hereby waives notice and agrees that any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this bond.

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WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Performance Bond _____

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number

Signed, sealed and delivered in the presence of:

_____	_____
Witness	Witness
_____	_____
Printed Name of Witness	Printed Name of Witness
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Performance Bond _____

_____
Name of Firm

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number

Signed, sealed and delivered in the presence of:

_____	_____
Witness	Witness
_____	_____
Printed Name of Witness	Printed Name of Witness
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Performance Bond _____

_____
Name of Partnership

BY:_____
Partner (SEAL)

_____
Printed Name of Partner

_____
Address of Partner

_____
Phone Number

Signed, sealed and delivered in the presence of:

_____	_____
Witness	Witness
_____	_____
Printed Name of Witness	Printed Name of Witness
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number

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WHEN THE PRINCIPAL IS A CORPORATION:
attest:

Performance Bond _____

_____
Secretary

_____
Name of Corporation

BY: _____
(Affix Corporate Seal)

_____
Printed Name

_____
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

_____
Secretary (SEAL)

_____
Printed Name of Secretary

TO BE EXECUTED BY CORPORATE SURETY:
attest:

_____
Secretary

_____
Corporate Surety

_____
Business Address

_____
Business Phone Number

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

BY: _____
(Affix Corporate Seal)

_____
Attorney-In-Fact

_____
Name of Local Agency

_____
Business Address

_____
Phone Number

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

STATE OF FLORIDA
COUNTY OF BROWARD
CITY OF HOLLYWOOD

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, ___ _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____ _____ and that he has been authorized by _____ _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn before me this _____ day of _____, 20___

_____
Notary Public, State of Florida

_____
Printed Name of Notary

Commission Number:_____

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
DOUGLAS R. GONZALES, CITY ATTORNEY

APPROVED AS TO FINANCE DIRECTOR:

BY:_____
STEPHANIE TINSLEY, DIRECTOR OF FINANCE

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DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal,

and _____, as Surety, are held and firmly bound unto

the City of Hollywood, its officials and employees, in the sum of _____

_____Dollars ($_____), for the payment of

said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and

severally, for the faithful performance of a certain written contract, dated the _____ day of

_____20 _____, entered into between the Principal and the City of Hollywood,

Florida, for:

_____

_____

_____

_____

Copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

A. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 713.01 of the Florida Statutes.

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B. The above named Principal and Surety hereby jointly and severally agree with the City of Hollywood, its officials, and employees, that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal and Surety with a notice that he intends to look to this bond for protection.

2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal and Surety written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

4. Other than in a state court of competent jurisdiction in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.

D. The Principal and the Surety jointly and severally, shall repay the City of Hollywood any sum which it may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

E. The Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

F. The Surety represents and warrants to the City of Hollywood, its officials, and employees, that they have a Best's Key Rating Guide, General Policyholder's rating of "A" and Financial Size Category of Class "X".

G. Any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05, Florida Statutes.

H. The Surety hereby waives notice and agrees that any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this bond.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ , 20_____ A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

This bond is executed pursuant to Section 255.05, Florida Statutes, and is subject to the notice and time limitation provisions thereof.

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Payment Bond _____

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number of Individual

Signed, sealed and delivered in the presence of:

_____ Witness	_____ Witness
_____ Printed Name of Witness	_____ Printed Name of Witness
_____ Address of Witness	_____ Address of Witness
_____ Phone Number of Witness	_____ Phone Number of Witness

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Payment Bond _____

_____
Name of Firm

_____
Signature of Individual

_____
Printed Name of Individual

_____
Address of Individual

_____
Phone Number of Individual

Signed, sealed and delivered in the presence of:

_____ Witness	_____ Witness
_____ Printed Name of Witness	_____ Printed Name of Witness
_____ Address of Witness	_____ Address of Witness
_____ Phone Number of Witness	_____ Phone Number of Witness

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Payment Bond _____

_____
Name of Partnership

BY:_____
Partner (SEAL)

_____
Printed Name of Partner

_____
Address of Partner

_____
Phone Number of Partner

Signed, sealed and delivered in the presence of:

_____	_____
Witness	Witness
_____	_____
Printed Name of Witness	Printed Name of Witness
_____	_____
Address of Witness	Address of Witness
_____	_____
Phone Number of Witness	Phone Number of Witness

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

WHEN THE PRINCIPAL IS A CORPORATION:
attest:

Payment Bond _____

_____
Secretary

_____
Name of Corporation

BY: _____
(Affix Corporate Seal)

_____
Printed Name

_____
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

_____
Secretary (SEAL)

_____
Printed Name of Secretary

TO BE EXECUTED BY CORPORATE SURETY:
attest:

_____
Secretary

_____
Corporate Surety

_____
Business Address

_____
Business Phone Number

BY: _____
(Affix Corporate Seal)

DocuSign Envelope ID: 70958627-201A-443E-9A07-6166A3AE851D

_____
Attorney-In-Fact

_____
Name of Local Agency

_____
Business Address

_____

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DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

PO Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3900 Fax (954) 921-3416

STATE OF FLORIDA
COUNTY OF BROWARD
CITY OF HOLLYWOOD

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, ___ _____ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____ _____ and that he has been authorized by _____ _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn before me this _____ day of _____, 20___.

_____
Notary Public, State of Florida

_____
Printed Name of Notary

Commission Number:_____

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
DOUGLAS R. GONZALES, CITY ATTORNEY

APPROVED AS TO FINANCE DIRECTOR:

BY: _____
STEPHANIE TINSLEY, DIRECTOR OF FINANCE