

**CONTRACT
FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES
PRECONSTRUCTION PHASE SERVICES (CMAR) FOR THE NEW PUBLIC WORKS FACILITY,
PART A**

This Contract for Construction Management/General Contracting Services for Preconstruction Phase Services for the New Public Works Facility, Part A, by and between the City of Edgewater, Florida, a body corporate and a political subdivision of the State of Florida, whose address is City of Edgewater, 104 N Riverside Drive, Edgewater, FL 32132 (hereinafter referred to as the "City") and _____ (hereinafter

(Company Name) _____ (Address)

referred to as the "Construction Manager/General Contractor or "CM/GC" or "Contractor").

RECITALS

WHEREAS, the City intends to construct Phase I of a multi-phased project to construct a new Public Works Facility. Phase I of the facility will be used for transitioning the City's fleet and fueling operations, as well as the new staging location for the Public Works and Environmental Services Department Administrative Divisions., hereinafter called the "Project," in accordance with the Design Criteria Package prepared by the firm of Schenkel Shultz Architecture, (hereinafter referred to as the "Architect/Engineer" or "A/E"); and

WHEREAS, the City desires the services of the CM/GC to provide expert estimating and pricing, technical evaluation and other advisory services during the preconstruction phase of the Project, as stipulated herein; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of the City of Edgewater, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by CM/GC and City, the parties agree and stipulate as follows:

ARTICLE 1A

GENERAL DEFINITIONS

1.0 For this Contract and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Contract shall first be governed by this Contract and second by the incorporated Scope of Services/Work (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Work, shall have the meanings ascribed to them in the following order of precedence: first, in the most current edition Black's Law Dictionary and last, in the most current edition of the Oxford English Dictionary, if a term is not defined in the Agreement or Black's Law Dictionary.

1.1 ACCEPTANCE, FINAL ACCEPTANCE

A formal action by the City of accepting the Work as being complete after certification by the City Representative or his designee of final completion.

1.2 ADDENDUM

A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the Contract Documents including drawings and specifications prepared by the CM/GC, approved and issued by the City and/or distributed to third parties

1.3 AFFIDAVIT

The instrument which is to be signed by the Contractor or CM/GC and submitted to the City upon the City's request through the Project Manager, upon completion of the Work, showing that all bills have been paid. It shall also mean such instrument that may be requested by the City incidental to partial payments.

1.4 AGENCY

The State, a State agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Florida Statutes §380.06 or 163.3220-163.3243.

1.5 AMENDMENT

An Amendment to this Contract in writing by the City, approved by the Director of Purchasing and Contracts, and signed by the City of equal dignity herewith authorizing an addition, deletion, or revision in the Scope of Work, adjustment in the Contract Price or the time for completion that is issued after execution of this Contract.

1.6 APPLICATION FOR PROGRESS PAYMENT

The current estimate form furnished and certified by the CM/GC, Construction Manager, or General Contractor which is to be used by the foregoing in requesting progress payments for work performed in the Project.

1.7 CALENDAR DAY

Any day, including Saturdays, Sundays, and holidays regardless of weather conditions.

1.8 CHANGE ORDER

A written order to the CM/GC signed by the City or its designated representative(s) as specified in the Contract Documents authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.

1.9 COMPENSATION

The amount paid by the City to CM/GC for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the CM/GC under this Contract which includes all services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete the Scope of Work.

1.10 COMPLETION DATE

The date that the City or its designated representative approves and accepts all Work or Services for a Scope of Work or this Contract.

1.11 CONSENT OF SURETY OF FINAL PAYMENT

A document from the CM/GC's surety indicating that said surety has either made a careful examination of the books and records of the CM/GC, or received the CM/GC's affidavit, which satisfies the surety that all claims for labor and materials have been satisfactorily settled, and therefore approve final payment to the CM/GC.

1.12 CONSTRUCTION

All labor, services, and materials provided in connection with the alteration, repair, demolition, construction, reconstruction, or any other improvements to real property.

1.13 CONSTRUCTION MANAGER/GENERAL CONTRACTOR

These terms shall be synonymous with "Construction Manager" and/or "General Contractor" and "CM/GC." The CM/GC is the entity identified as such throughout this Contract and is referred to as if singular in number and neutral in gender. The term "CM/GC" means the CM/GC or his representative

1.14 CONSULTANT

The person or entity qualified to perform work under a Contract and any Task Assignment related thereto. In addition, Consultant must be a professional engineer or engineering firm, including an architect (or registered landscape architect, surveyor and mapper, professional engineer, architect or registered landscape architect providing professional services within the meaning of Section 287.055, F.S.), who is registered in the State of Florida. In addition, the Consultant may be the engineer or architect or landscape architect of record or may provide services through and be subcontracted to the engineer of record.

1.15 CONTRACT

An agreement between the City and CM/GC, with binding legal and moral force, covering the work to be performed in exchange for money.

1.16 CONTRACT ADMINISTRATOR

The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.

1.17 CONTRACT BONDS

The securities (Performance and Payment Bonds) furnished by the CM/GC and the surety as a guarantee that the CM/GC will fulfill the terms of the contract in accordance with the specifications, drawings and other contract documents.

1.18 CONTRACT DOCUMENTS

The contract documents comprise the entire contract and its attached exhibits and addenda between the City and the CM/GC that are attached to this contract, are made part of this contract, and includes, but are not limited to, the following:

- (1) This Contract ("Basic Contract");
- (2) Exhibits;
- (3) Any valid modifications or Amendments to this Contract issued after its execution of this Contract, and any Amendments to the foregoing;
- (5) Certificates of insurance;
- (6) Notice of Award and/or Notice to Proceed;
- (7) The conditions of this Contract (general, special, supplementary, and other);
- (8) Drawings;
- (9) Project specifications;
- (10) Written interpretations;
- (11) Change orders;
- (12) Project manuals; and
- (13) Addenda (including RSQs, RFPs and Consultant's responses to RFPs) issued before the execution of this Contract.

1.19 CONTRACT PRICE

The total monies payable to the CM/GC under the contract documents for a project.

1.20 CONTRACT TIME

The number of consecutive days of the contract for the completion of the work.

1.21 CONTRACTOR

The person or entity qualified to perform work pursuant to Florida Statutes §489.105, under the Project and who is registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances, other than a materialman or laborer, who enters into a contract with the City for improving real property in accordance with the Contract Documents.

1.22 CM/GC PROJECT MANAGER OR PROJECT MANAGER

The individual responsible for the day-to-day administration of the project for the CM/GC.

1.23 CM/GC'S RELEASE

A document wherein the CM/GC acknowledges receipt of full and final payment from the City in complete satisfaction of all the City's obligations under the contract and which releases and discharges City and the architect/engineer from all claims and demands arising from the work performed pursuant to the contract documents.

1.24 CITY

Shall mean the City of Edgewater (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government

established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status.

1.25 CITY PROJECT MANAGER OR PROJECT MANAGER

The City employee or authorized representative of the architect/engineer who is assigned to the Project and is responsible for the day-to-day administration of the Project for the City. The City may change the project manager at any time by providing notice to the CM/GC.

1.26 CITY REPRESENTATIVE

Also known as the Owner's representative who is the City Engineer or person designated by the City to review, approve and make decisions regarding the scope of work.

1.27 DAY

A calendar day of twenty-four hours measured from midnight to the next midnight.

1.28 DELIVERABLE

The result(s) or end products or services of a Project that meet the defined design or construction specifications, warranties, and functional parameters articulated in the Scope of Work for this Contract which, e.g., include but are not limited to: design drawings\specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems or processes.

1.29 DIRECT LABOR COST

Represent those actual costs, exclusive of overhead and profit, reasonably and necessarily incurred and paid by the CM/GC in the construction performance phase services of this Contract, from the date of the Notice to Proceed until the completion of the Project, for payroll payments made to its employees working on the Project site, as described and defined in the Contract Documents.

1.30 DRAWINGS/PLANS

The official approved drawings or plans or exact reproductions thereof, which have been prepared and signed and sealed by an architect/engineer, which show the location, character, dimensions and details of the work to be done and which are considered as part of the Contract Documents.

1.31 EFFECTIVE DATE

The date that this Contract, Addendum, Amendment, and Modification is fully executed by CM/GC and the City.

1.32 ENGINEER OF RECORD

The professional engineer or engineering firm contracted or employed by the City and registered in the State of Florida who develops criteria and concept for the work, performs

the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be City in-house staff or a consultant retained by the City.

1.33 EQUIPMENT

The machinery and equipment, together with the necessary supplies for maintenance, including the tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.34 FIELD ORDER

A written instrument issued by the City to the CM/GC, which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.

1.35 FIRM

Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

1.36 FORCE ACCOUNT WORK

Work performed in addition to that set forth in the original contract or in supplemental contracts or change orders, and which is paid for on the basis of actual cost of materials and labor, plus a fixed percentage of such costs.

1.37 GUARANTEED MAXIMUM PRICE (GMP)

Guaranteed Maximum Price shall represent CM/GC's guaranteed offer to the City of the maximum price for which it will construct the Project as represented in the Design Documents, including a fee for CM/GC's services.

1.38 IMPROVEMENT

Any building, structure, construction, demolition, excavation, solid-waste removal, landscaping, or any part thereof existing, built, erected, placed, made, or done on land or other real property for its permanent benefit.

1.39 LABORER

Any person other than an architect, landscape architect, engineer, surveyor and mapper, and the like who, under properly authorized contract, personally performs on the site of the improvement labor or services for improving real property and does not furnish materials or labor service of others.

1.40 LUMP SUM

A pay item within the contract documents, which is paid without regard to quantities or unit of measure.

1.41 MATERIALMAN

Any person who furnishes materials under contract to the owner, CM/GC, Subcontractor, or Sub-subcontractor on the site of the improvement or for direct delivery to the site of the improvement or, for specially fabricated materials, off the site of the improvement for the particular improvement, and who performs no labor in the installation thereof.

1.42 MATERIALS

Any substance used in connection with the construction of any structure, facility, or appurtenance, or of other work under the contract.

1.43 MODIFICATON

A written amendment to the Contract Documents approved by the City and signed by the Contractor and the City or City's designated representative(s) (including the CM/GC and/or A/E) which includes but is not limited to, Addenda, Amendments, Change Orders or Field Orders.

1.44 NOTICE TO PROCEED (NTP)

The official letter from the City to the CM/GC establishing a date on which the Work will commence.

1.45 ORIGINAL EXPIRATION DATE

The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.

1.46 OWNERS

The owner is the City of Edgewater for whom all Work or Services under the contract documents are performed by the CM/GC.

1.47 PART "B" CONTRACT

The fixed capital outlay for Construction Performance Phase Services for the New Public Works Facility, the CM/GC's Scope of Work as articulated in Part A and Part B Contracts which includes the entire scope of work which shall be performed in accordance with the Contract Documents.

1.48 PAYMENT BOND

A bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

1.49 PENAL SUM

The amount in which a bond is issued is called the "penal sum," or the "penalty amount," of the bond.

1.50 PERFORMANCE BOND

A bond given by a surety on behalf of the CM/GC to ensure the timely performance of the SOW of this Contract.

1.51 PERSON

The word "person" shall mean and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons."

1.52 PRE-CONSTRUCTION CONFERENCE

The meeting of all the parties involved with the planning and execution of the construction of the project.

1.53 PRINCIPAL

When used in the bid bond, the word "principal" means the same as the word "bidder." When used in the performance and payment bonds, the word "principal" means the same as the word "CM/GC."

1.54 PROJECT

1.54.1 Fixed capital outlay study or planning activity described in the public notice of the State or City which includes the entire Scope of Work which shall be performed in accordance with the Contract Documents. A Project may include:

1.54.1.1 A grouping of minor construction, rehabilitation, or renovation activities.

1.54.1.2 A grouping of substantially similar construction, rehabilitation, or renovation activities.

1.54.1.3 The entire work to be performed pursuant to the Contract Documents.

1.55 PROPOSAL

The document submitted by the bidder in response to a formal solicitation to be used as the basis for negotiations for entering into a Contract,

OR

The document submitted by the CM/GC in response to a formal solicitation used to determine if the CM/GC is highly qualified.

1.56 PROVIDE

To furnish, install, complete, and have ready to use.

1.57 PROVIDED

As used in the specifications or upon the drawings provided shall mean, "furnished and installed." Where as shown, as indicated, as detailed or words of similar import are used, it shall be understood that references to the drawings and/or specifications accompanying these documents are intended unless otherwise expressly stated.

1.58 REQUEST FOR INFORMATION (RFI)

Prospective Bidders', CM/GCs' or Consultants' inquiries for information.

1.59 RESIDENT PROJECT REPRESENTATIVE

An employee of the City or an authorized representative of the architect/engineer who is assigned to the project and is responsible for overseeing that the work is constructed in accordance with the requirements of the drawings and specifications.

1.60 SCOPE OF SERVICES/WORK

The general services/work, herein defined in this Contract, including responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

1.61 SHOP DRAWINGS

All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by CM/GC, a Subcontractor, manufacturer, supplier, distributor, or other person on behalf of the CM/GC, and which illustrate the equipment, material, or some portion of the work.

1.62 SPECIFICATIONS

The document or Scope of Work that establishes the material and performance requirements of goods and services.

1.63 STATE

State of Florida.

1.64 SUBCONTRACTOR

A person other than a materialman or laborer who enters into a contract with a General Contractor for the performance of any part of the contract documents.

1.65 SUB-SUBCONTRACTOR

A person other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract.

1.66 SUBSTANTIAL COMPLETION (CONSTRUCTION)

The date in which the construction of the project, or specified part thereof, of any substantial nature has been completed, as certified by the architect/engineer in accordance with the contract documents, so that the project, or specified part, can be

utilized for the purposes for which it was intended. If the City has authorized a person, firm, or corporation, other than the architect/engineer, to act as City's representative, then such City's representative shall certify the completion date and when the project is substantially completed.

1.67 SURETY

An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy the obligations of a contract.

1.68 SUPERINTENDENT

The CM/GC's authorized executive representative responsible for the work at all times.

1.69 TRADE CONTRACTOR

The person or entity qualified to perform work under this Contract including a Contractor, Subcontractor, supplier, laborer or materialman that has a direct contract with the CM/GC to perform work in the Project.

1.70 WORK

Any and all obligations, services, duties, and responsibilities necessary to the successful completion of the Project including supplying and installing of all labor, materials, equipment and other incidentals related thereto.

ARTICLE 2A

PURPOSE AND INTENT, CONTRACT DOCUMENTS

2.0 The primary purpose and intent of Part A, Preconstruction Services for the Professional Construction Management/General Contracting Services (CMAR) for a New Public Works Facility (hereinafter referred to as "Part A"), of this Contract is to secure for the City the services of a firm thoroughly experienced and highly qualified in both the "hands-on" construction methods and techniques, as well as the efficient management of construction operations to provide technical consultation on the Project; to determine the cost of constructing each component of the Project and the associated contingency funds required, thereby arriving at the estimated Project Budget and ultimately establish the Guaranteed Maximum Price, hereinafter referred to as the "GMP," to schedule the Project efficiently for construction phases and prepare the Project Schedule such that the Project will be ready for occupancy at the earliest practical date; and to review the design documents of the Project with the design professionals and advise upon the most efficient use of materials and construction methods to be employed for achieving quality construction at the least cost.

2.0.1 The CM/GC covenants with the City to furnish its best skill and judgment in furthering the interests of the City. The CM/GC agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interest of the City. To that end, the CM/GC will maintain adequate cost and schedule control systems and perform screening of Trade Contractors to assure a high quality of construction consistent with the requirements of the Contract Documents.

- 2.0.2** Upon notice that the City elects to proceed with Part B, Construction Performance Phase Services for the New Public Works Facility (hereinafter referred to as "Part B"), the CM/GC shall post performance and payment bonds each in the amount of 100% of the Guaranteed Maximum Price, and on written "Notice to Proceed," shall immediately commence the performance of the services required in Part B of the Contract.
- 2.0.3** The CM/GC shall provide the insurance and bonding for the Project as required in Article 6A and shall be reimbursed the cost in accordance with Article 3A, section 3.11.2.5, hereunder.

2.1 EXHIBITS

- 2.1.1** The exhibits listed below are incorporated into and made a part of this Contract.

2.1.1.1 Exhibit "A" – Scope of Services

2.1.1.2. Exhibit "B" – Professional Construction Management/General Contracting Services (CMAR) for a New Public Works Facility RFQ 24-ES-01 documents

2.1.1.3. Exhibit "C" – Professional Construction Management/General Contracting Services (CMAR) for a New Public Works Facility proposal

2.2 AUTHORITY FOR CONTRACTING

- 2.2.1** By executing this Contract, the CM/GC represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The CM/GC and each Trade Contractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation:

2.2.1.1 The location, conditions, layout and nature of the Project site and surrounding areas,

2.2.1.2 Anticipated labor supply and costs,

2.2.1.3 Availability and cost of materials, tools, equipment, and other similar issues, and,

2.2.1.4 The City assumes no responsibility or liability for the physical conditions or safety of the Project site or any improvements located on the Project site. The CM/GC shall be solely responsible for providing a safe place for the performance of the Work and the City shall not be required to make any adjustment in either the agreed amount of the GMP or the Contract Time in connection with any failure by the CM/GC.

- 2.2.2** This Contract between the City and the CM/GC is intended solely for the benefit of the City and the CM/GC and no other persons or entities. The services to be performed hereunder shall be performed by the CM/GC's own staff, unless otherwise authorized by the City. The employment of, contract with, or use of the services of any other person or firm by the CM/GC, as consultant or otherwise, shall be subject to the prior written approval of the City. Such approval shall not be construed as constituting a contract between the City and any such person or firm.

- 2.2.3** In the event the parties hereto enter into a subsequent Contract specifically modifying this Contract between City and CM/GC, it is expressly agreed that such modification shall take precedence over this Contract to the extent of the modification only.
- 2.2.4** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2.2.5** Work not covered in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.
- 2.2.6** Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.2.7** The organization of the Technical Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the CM/GC in dividing the Work among Trade Contractors or in establishing the extent of Work to be performed by any one of them.
- 2.2.8 Order of Precedence.** If CM/GC finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the Architect's attention, in writing, and request the Architect's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the CM/GC to the Architect in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:
- 2.2.8.1** Modifications to the Contract
 - 2.2.8.2** This Contract between the City and CM/GC, Part A
 - 2.2.8.3** Addenda or Exhibits to this Contract
 - 2.2.8.4** Detailed (Technical) Specifications
 - 2.2.8.5** Project Plans (Drawings)
 - 2.2.8.6** Procedures for Advertising, Pre-Qualification, Bidding and Contract Award for Trade Contracts
 - 2.2.8.7** Bonds and Guaranties
- 2.2.9** In the case of conflicts between drawings or between provisions of the specifications, the more detailed or specific of the conflicting provisions or representations shall take precedence. For example, where figured dimensions are shown on the drawings, they shall take precedence over scaled distances and scaled dimensions, and detail drawings shall govern over general drawings.
- 2.2.10** In those cases where it is not reasonably clear which of the conflicting provisions or representations is the more detailed or specific, the CM/GC shall be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, prior to submitting the GMP, asked for and obtained a written decision of the A/E as to which quantity or quality or method or materials shall be required.

ARTICLE 3A

CONSTRUCTION MANAGER/GENERAL CONTRACTOR'S SERVICES: PART A

- 3.0 Review of Plans and Specifications.** Review all plans and specifications and advise on site, foundation, building systems, materials and equipment, construction feasibility, availability of labor and materials, time requirements for procurement, installation and construction relative costs, and provide recommendations for economies as appropriate. Technical consultation to the A/E and its professional disciplines shall not infringe upon the design responsibility of those disciplines. The CM/GC shall make recommendations relating to the cost, constructability and other such technical and economical characteristics of a particular design or material selection; however, if such recommendations are accepted for incorporation into the Project, their application with regard to structural stability and life safety shall be the responsibility of the A/E. The CM/GC shall not be assigned responsibilities which duplicate those assigned in the design professionals' contract for A/E services.
- 3.1 Technical Proposals.** Review performance specifications, consult with the A/E on the structuring of requests for proposals for the procurement and installation of technical systems and components of the Project and verify their availability. The CM/GC shall issue requests for proposals to qualified sources and shall receive proposals.
- 3.2 Cost Consultation.** The CM/GC shall provide a continuous cost consultation service for the duration of this Contract. The CM/GC shall prepare solicitation and purchasing documents and be responsible for all procurement and construction cost estimates. The CM/GC shall prepare final cost estimates for all early procurement of equipment and materials; for all building systems and components; and for all construction labor. The CM/GC shall notify the City when, in its opinion, the estimated construction cost will exceed the GMP and at any time the anticipated completion date will exceed the approved scheduled completion.
- 3.3 Value Engineering.** The CM/GC shall review the plans and specifications as prepared by the A/E and perform value engineering services. The City Representative, the A/E and the CM/GC shall review the proposed changes and the City shall determine which shall be incorporated into the plans and specifications. As an optional service, not included in the cost of Part A, the CM/GC may be called upon to develop these changes into drawing formats generally compatible with the existing plans and specifications. The fee for this optional work will be determined when required.
- 3.4 Long Lead Time Procurement.** Identify, recommend for purchase, and expedite the procurement of equipment, materials and supplies which require long lead time for procurement or manufacture.
- 3.5 Construction Documents.** Make recommendations to the City and the A/E regarding the division of Work into separate bid packages to affect economy and permit phasing of procurement and construction. Consideration shall be given to such factors as type and scope of work, time of performance, availability of labor and materials, community relations, factory versus on-site production costs, shipping costs and size limitations, building code restrictions, local ordinances requirements, and other limiting factors.
- 3.6 Trade Work Coordination.** Review and analyze the plans, specifications and schedules for the Project and make the necessary recommendations to minimize conflict and overlap of jurisdiction between Trade Contractors.

- 3.7 Project Site Facilities.** Review the Plans and Specifications to ensure that they contain provision for all temporary facilities required for the performance, management, inspection and supervision of the Work.
- 3.8 Bidding Documents and Advertisement for Bids.** In collaboration with the A/E, review all design documents, divide the Work in bid packages, and assemble complete bid data, including copies of plans and specifications provided by the A/E, so as to achieve maximum competition among qualified bidders and to obtain the most reasonable price for good quality work. Prepare invitation for bids describing each package clearly, accurately and in sufficient detail to inform prospective bidders of the nature and scope of the work including instructions for submitting qualifications. Prepare a list of potential bidders for the various portions of the Work for review with the City. Verify references and previous performance of potential bidders and review all such findings with the City. The procedure for advertising, pre-qualification, bidding and awarding trade contracts shall be agreed upon by the City and the CM/GC.
- 3.9 Obtaining Competitive Bids.** The CM/GC shall endeavor to achieve maximum competition among qualified bidders in order to obtain the most reasonable price for acceptable work. Using its best business skills, the CM/GC shall develop Trade Contractors' interest in the Project by publicizing the invitation for bids through distribution to reputable local Trade Contractors and suppliers, posting in public places, advertising in newspapers and trade journals, and such other means as may be appropriate, in sufficient time to enable prospective bidders to prepare and submit their qualifications. In close collaboration with the City's representative's schedule, conduct pre-bid conferences to inform prospective bidders of the requirements of the Contract Documents, provide clarifications and answer questions as necessary. The specific requirements of compliance with the laws and regulations of various governmental agencies having jurisdiction over the Project (i.e., Disadvantaged and Women Business Enterprises (D&WBE), Municipal code section 2-269, City Ordinance No. 90-20, § 9,5-17-90; compliance with the Public Entity Crimes law; applicable laws, etc.) shall be fully explained and emphasized at the pre-bid conference. The CM/GC may require bidders to submit bid bonds and evidence of bonding capacity, as well as meet specified qualifications as prerequisite to bidding on the Work; however, unnecessarily restrictive requirements which might unduly limit the number of bidders shall be avoided. Specific instructions stating clearly whether bonding is required or not shall be included with each bid package.
- 3.9.1** Solicit competitive bids on appropriate bidding packages from qualified Trade Contractors. Analyze and evaluate the bids received and their relationship to budgeted amounts and prepare for review with the City bid tabulation and such other supporting data as necessary to properly compare the bids and their responsiveness to the desired scope of work. Review the scope of work in detail with apparent qualified low bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to the City for award of trade contracts, identifying the D&WBE to be utilized. Award and execute trade contracts with the successful bidders. Provide to the City copies of fully executed trade contracts, insurance certificates and bonds.
- 3.9.2** Should the City have objections to awarding a contract to any pre-qualified Trade Contractor or supplier, the City shall timely notify the CM/GC upon review of the pre-qualified bidders list. The CM/GC shall not solicit a bid proposal from a bidder so rejected.
- 3.9.3** All permanent construction for the Project shall be performed under trade contracts between the CM/GC and its Trade Contractors. The procurement activity of the CM/GC

should be such as to preclude any conflict of interest. In particular, the CM/GC shall avoid bidding work in competition with bidding Trade Contractors. Neither the CM/GC nor any firm in which a principal stockholder or member of the CM/GC's firm has a financial interest, shall during the term of the Contract make or cause to be made any bid for construction work on the Project. Notwithstanding the foregoing and upon City's written approval, the CM/GC may perform with its own employees work of a Trade Contractor who fails to perform in accordance with the provisions of its trade contract or if CM/GC's performance of some portions of the Work will result in cost savings to the City prior to the finalization of the GMP.

3.10 Management Control System. The CM/GC shall initiate and, upon execution of Part B, of the Contract, activate a management control system (MCS) as integral part of the Project Control System, using both manual and automated procedures to support such functions as planning, organizing, scheduling, budgeting, reporting construction progress and expenditures, accounting, documentation, identifying variances and problems and facilitating decision making. The data provided by the MCS must be timely, must be responsive to the needs of management at all levels, and must be fully capable of providing a sound basis for managing the construction of the Project.

3.10.1 Subsystems of MCS. The Management Control System shall incorporate three major subsystems for use in meeting the objectives of the City for timely completion, economies and quality. Upon execution of Part B, the CM/GC shall provide the services, facilities and support equipment necessary to implement the MCS for the entire duration of the construction phase.

3.10.2 Planning and Progress Monitoring Subsystem. The CM/GC shall prepare a schedule that integrates the projected activities of the CM/GC, the A/E and the City particularly as they relate to the value engineering effort and the preparation of the GMP. The CM/GC shall produce a preliminary construction schedule for review and approval by the City. The CM/GC shall prepare a final construction schedule incorporating changes required as a result of the City's review. This schedule shall be based on the Critical Path Method (CPM) and shall be updated and included in the Monthly Progress Report.

3.10.3 Budget Control and Accounting Subsystem. Provide for the periodic inclusion of approved change orders in the original budget. The new budget figure will be identified as the "current working estimate." Identify variances between "current working estimate" and the original budget and report them promptly to the City.

3.10.4 Documentation and Historical Subsystem. Provide documentation of all changes made in the original schedule and original budget so that complete traceability is maintained between the original plan (schedule and budget) and the latest approved plan.

3.10.5 Reports. The MCS, when fully implemented, will generate reports necessary for effective control of the overall construction program. Reports will be provided to management in summary form. Reports will also be provided to subordinate levels of management in sufficient detail consistent with their respective requirements and responsibilities.

3.11 Preparation of the Guaranteed Maximum Price (GMP). The CM/GC shall prepare and submit for City's approval an itemized GMP for the construction of the Project, clearly summarizing the cost for each component of the Work as it was packaged and bid and establishing the amount of contingency funds required. Upon contract of the City and CM/GC on the GMP, the detailed itemization of costs, prices and supporting data comprising the GMP shall be incorporated in the

Part B Contract to be executed by the City and CM/GC as Exhibit "A". The GMP shall represent CM/GC's guaranteed offer to the City of the maximum price for which it will construct the Project, as represented in the Design Documents, including a fee for CM/GC's services. During the construction phase, the GMP will be subject to modification for changes in the Construction Documents approved by the City and for additional costs arising from delays caused by persons, entities, events or circumstances entirely beyond the control of the CM/GC as provided in Part B of this Contract. The Plans and Specifications, the Site Plan and Survey, and all soil and subsurface investigations upon which the GMP is established shall be identified in the Part B Contract as Exhibit "B". The GMP shall be the sum of:

3.11.1 Direct Labor Cost. This category of expenses shall include (provided the GMP is not exceeded) and are limited to the following cost items:

3.11.1.1 Wages and employee benefits as may be payable, paid for labor, and Project site supervisory and office employees, in the direct employ of the CM/GC and used for performing the Contract work;

3.11.1.2 Reasonable travel and lodging expenses of CM/GC's officers or employees incurred in the discharge of duties connected with the Project. Relocation costs of CM/GC's employees in connection with this Project shall not be reimbursable.

3.11.2 Cost of the Work. The Cost of the Work shall include, without limitation, the cost items set forth as follows:

3.11.2.1 The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The City, at its sole discretion, may make payment for materials, supplies or equipment stored off-site;

3.11.2.2 Payments made by the CM/GC to its Trade Contractors for work performed for the Project under trade contracts;

3.11.2.3 The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the CM/GC. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Trade Contractors as part of their trade work which shall be incorporated in the trade contracts cost;

3.11.2.4 Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the CM/GC or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project;

3.11.2.5 Actual cost, without mark-up, of the premium for all insurance and bonds which the CM/GC is required to provide pursuant to this Contract;

3.11.2.6 Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the CM/GC is liable;

- 3.11.2.7** Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than CM/GC's own negligence;
 - 3.11.2.8** Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the City;
 - 3.11.2.9** The cost of corrective work (within the GMP limit);
 - 3.11.2.10** Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items;
 - 3.11.2.11** Cost of debris and trash removal including daily cleanup;
 - 3.11.2.12** Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.;
 - 3.11.2.13** Cost related to emergencies affecting the safety of persons and loss of property;
 - 3.11.2.14** Legal costs properly resulting from prosecution of the Work for the City, provided that they are not the result of CM/GC's own negligence or malfeasance. Legal costs incurred in connection with disputes with the City shall not be included in the Cost of the Work;
 - 3.11.2.15** Cost of items related to the Project Safety Program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and likely items;
 - 3.11.2.16** Cost of watchmen or similar security services;
 - 3.11.2.17** Cost of survey, measurement and layout work required for the proper execution of the Work;
 - 3.11.2.18** Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by CM/GC in connection with the Work;
 - 3.11.2.19** Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;
 - 3.11.2.20** Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work; and
 - 3.11.2.21** Costs incurred during the warranty period after completion of the Project (within the GMP limit).
- 3.11.3 CM/GC's Fee.** The City and the CM/GC hereby agree that the CM/GC's fee shall not exceed _____ (words), (_____) (numbers)

percent of the "Direct Labor Cost" and "Cost of the Work" (See Sections 3.11.1. and 3.11.2, above). The intent and purpose of the GMP is to establish a maximum not-to-exceed price for the total Contract price, not a maximum price for line items, said line items being subject to adjustment by the CM/GC, upon approval by the A/E and the City, provided that such adjustments do not cumulatively exceed this Contract's GMP. The CM/GC fee shall include the following:

3.11.3.1 Salaries or other compensation of CM/GC's employees at the principal office and branch offices, except employees listed in Section 3.11.1 hereof;

3.11.3.2 General administrative and operating expenses of CM/GC's principal and branch offices other than the Project site office;

3.11.3.3 Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Project, if any;

3.11.3.4 Overhead and any other costs incurred by the CM/GC in the performance of the Contract; and,

3.11.3.5 Cost in excess of the Guaranteed Maximum Price, if any is incurred.

3.11.4 Adjustments of the Fee shall be made only as follows:

3.11.4.1 For approved changes in the Work (additional), an increase to the fee in an equitable amount to be included in the Change Order.

3.11.4.2 If the CM/GC is placed in charge of the reconstruction of any insured or uninsured loss, the fee shall be increased in the same proportion as set forth in Section 3.11.4.1.

3.11.5 The GMP shall include only those taxes which are legally enacted at the time the GMP is established. Taxes included in the GMP shall be segregated by category of taxes so that the City may ensure that the tax exemptions applicable to City are excluded from the GMP.

3.11.6 The value included in the GMP for General Conditions and supervision shall be defined as a fixed amount and agreed upon by the City and the CM/GC at the time the GMP is accepted by the City. All cost savings, if any, shall be returned to the City as part of the net aggregate savings established at the time the final accounting is submitted, at the completion of the Work.

3.11.7 Exclusions. The GMP shall not include such Project expenses as cost of site, site survey and subsurface investigations, professional design fees, construction materials testing and inspection services, or moveable equipment and furnishings.

ARTICLE 4A

TIME FOR PERFORMANCE

4.0 The CM/GC shall submit its first estimate of the GMP as described in Section 3.11 to the City for review within sixty (60) days of receipt of all Design Documents. Based upon this estimate(s),

the CM/GC and the City will collaborate to resolve any budget estimate differences in order to reach a GMP satisfactory to both the CM/GC and the City. Such action by the CM/GC and the City shall be accomplished within a maximum of twenty-one (21) days of submission of the GMP unless additional time is mutually agreed to. Approval of the GMP shall not be unreasonably withheld.

ARTICLE 5A

EXECUTION OF PART B, CONSTRUCTION PERFORMANCE PHASE SERVICES

- 5.0** Upon the City's timely approval of the GMP as provided under Section 3.11, hereon, the CM/GC agrees to enter into Part B of the Contract on the basis of the proposed GMP as provided in Section 3.11 hereof.
- 5.1** During the performance of this Contract Part A and Part B when it is entered into by City and CM/GC, the CM/GC shall not be considered an employee of the City, or City's agent. The CM/GC shall perform its services and duties consistently with such status, and will make no claim or demand for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workman's compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership.

ARTICLE 6A

INSURANCE AND BONDING

6.0 INSURANCE REQUIREMENTS.

6.0.1 Required Types of Insurance. The CM/GC shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit "C", in the form and from companies satisfactory to the City.

6.1 Bonding Requirements

6.1.1 The CM/GC and/or Trade Contractor shall furnish separate performance and payment bonds as security for the faithful performance and payment of all its obligations under the Contract Documents. These bonds shall be in amounts equal to the GMP and in such form as prescribed pursuant to §255.05 Florida Statutes and with such sureties as are acceptable to the City. The bonds shall become effective upon execution of this Contract and shall remain in effect for one (1) year beyond the date of the Certificate of Substantial Completion of the Work as a protection to the City against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period. The bonds shall provide one hundred percent (100%) coverage for CM/GC's or Trade Contractor's default on either performance or payment.

6.1.2 The performance and payment bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount

under the laws of the State of Florida and with an agent resident in the State of Florida. The Attorney-in-Fact, or other officer who signs such bonds for the surety company must file with such bonds a certified copy of its Power-of-Attorney authorizing it to do so.

6.1.3 Qualification of Sureties. The following requirements shall be met by surety companies furnishing performance, payment or any other type of bonds:

6.1.3.1 The surety shall be rated "A" or better on the Financial Strength Rating (FSR) and Class "X" or better on the Financial Size Category by Best's Rating Center, published by A. M. Best Company. Financial Strength Rating of companies providing insurance for the project shall be "**A-**" or better.

6.1.3.2 The surety shall also be listed on the U.S. Department of Treasury (Dept. Circular 570) entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

6.1.3.3 The surety companies proposed by the CM/GC or Trade Contractor for the Project are subject to City's approval which approval. At any time after approval, if the City, for cause (such cause being defined as the filing for liquidation, appointment of receiver to manage said surety business, insolvency, filing petitions or applications for protection or liquidation under federal bankruptcy laws, or other causes adversely affecting the surety's ability to perform under its bonds), becomes dissatisfied with any surety or sureties then upon the bond(s), the CM/GC or trade Contractor shall, within fifteen (15) days after written notice from the City to do so, substitute acceptable bond(s) in such form and sum, and signed by such other surety or sureties as may be satisfactory to the City. The premiums on the bond(s) shall be paid by the CM/GC or Trade Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bond(s) to the City.

ARTICLE 7A

CM/GC'S COMPENSATION FOR PART A

7.0 The City will pay the CM/GC as total compensation for all services required in this Part A, Preconstruction Phase of the Project and as provided in Article 3A, hereof, a fee of

\$ _____
Figures

In Words

for the Professional Construction Management/General Contracting Services (CMAR) for a new Public Works Facility, per RFQ documents.

7.1 Payments for services performed under Part A of this Contract and in accordance with the requirements of Article 3A, hereof, will be made after receipt of properly executed requests for payment as follows:

- 7.1.1.** The CM/GC shall submit to the City a monthly statement for services rendered to the date of statement accompanied by such supporting data as required by the City. Within twenty (20) business days of receipt by the City of the monthly statement, the CM/GC shall be paid the unpaid balance of any money due for work covered by said statement less any disputed amounts. The CM/GC shall be notified of disputed amounts within twenty (20) business days of the receipt of the statement. All payments made by City shall be subject to the Florida Prompt Payment Act (Florida Statute §218.70).
- 7.1.2.** Upon satisfactory completion by the CM/GC and acceptance by the City of all services specified in Article 3A, the CM/GC shall be paid the balance due under Section 3.11, hereof. Acceptance by the City shall be evidenced by the City's concurrence with the GMP and the execution of Part B of the Contract.

ARTICLE 8A

TERMINATION

- 8.0 City's Right to Stop the Work.** The City shall have the right to stop the Work or a designated portion thereof, for major changes in design, because of non-conformance of the Work with the Plans and Specifications and shop drawings, or for such other reason as would make the continuance of the Work or a designated portion thereof no longer feasible. Notice of such action by the City shall be made in writing to the CM/GC and shall not restrict or limit in any way the remaining provisions of this Contract.
- 8.1 Termination by the City for Cause.** If the CM/GC fails to perform any of its obligations under this Contract, including any obligation it assumes to perform portions of the Work with its own forces, the City may give the CM/GC written notice of the deficiency and direct immediate corrective action. If the CM/GC fails to perform in accordance with such notice, within seven (7) days from the receipt of City's written notice, the City may perform the work involved and deduct the costs from funds due or to become due CM/GC. The CM/GC shall have the right, however, to make good any deficiencies or commence and continue to cure any default during the seven (7) day period following written notice.
- 8.1.1** If the CM/GC fails to furnish City with assurances satisfactory to the City evidencing the CM/GC's ability to complete the Work in compliance with all the requirements of the Contract Documents, or if it fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents or if it makes a general assignment for the benefit of its creditors approved by City Council prior to said assignment, or if a trustee or receiver appointed on account of its insolvency is unable to maintain progress, or if it refuses or fails to supply enough properly skilled workers or proper materials, or if it fails to make proper payment to Trade Contractors for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is guilty of a substantial violation of a provision of this Contract, then the City may, without prejudice to any right or remedy and after giving the CM/GC and its surety ten (10) days' written notice, during which period the CM/GC fails to commence and continue to cure the violation, terminate the employment of the CM/GC and take possession of the Project site and of all materials, equipment, tools, construction equipment and machinery thereon and may finish the Project by whatever reasonable method the City may deem expedient. In the event of such termination, the City shall reimburse the CM/GC for any unpaid and undisputed portion of the Cost of Work incurred

by CM/GC under Article 6A (subject to the GMP) up to the time of termination. The CM/GC shall not be entitled to any additional payment of Fee. The CM/GC shall not be entitled to any compensation for City's use of such materials, equipment, tools, construction equipment and machinery. However, at the completion of the Work, such materials, equipment, tools, construction equipment and machinery which were not incorporated in the Project shall be returned to the CM/GC. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Section 8.1.1 in the event of termination under the terms therein.

8.2 Termination by the City for Convenience. If the City terminates this Contract other than pursuant to Section 8.1.1, the CM/GC shall be reimbursed for any unpaid portion of the Cost of Work which has been incurred up to the time of termination, plus the unpaid portion of the Fee earned up to the time of termination, plus Trade Contract and purchase order cancellation charges, if any, incurred by the CM/GC as a direct result of the termination. The City shall also pay to the CM/GC fair compensation, either by purchase or rental, at City's option, for any equipment used or retained by the City for completion of the Work. In case of such termination of the Contract, the City shall further assume and become liable for the obligations, commitments and unsettled claims that the CM/GC has previously undertaken or incurred in good faith in connection with the Project. The CM/GC shall, as a condition of receiving the payments referred to in this Section 8.2, execute and deliver all documents and take all steps, including the legal assignment of the CM/GC's contractual rights, as the City may require, for the purpose of fully vesting in the City the rights and benefits of the CM/GC under such obligations or commitments, and shall execute a complete waiver and release of the City.

8.3 Termination by CM/GC. If the Project is stopped in whole or a substantial part, through no act or fault of the CM/GC, for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making material unavailable, or because of City's failure to make payment for work performed in accordance with the Contract Documents (unless the City is withholding payment as provided in Section 8.1.1), then the CM/GC may, upon ten (10) days' written notice to the City and the Program Manager, terminate this Contract and recover from the City payment for the unpaid and undisputed portion of the Cost of Work which has been incurred up to the date of termination, the unpaid portion of the Fee earned up to the date of termination, and any cancellation charges on existing obligations of the CM/GC related to the Project. The City shall have the right; however, to make any required payment or cure any default during the ten (10) day period following written notice and, in such event, neither the Contract nor the Work under the Contract shall be terminated. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Section 8.3 in the event of termination under the terms therein.

ARTICLE 9A

CLAIMS, DISPUTES, AND INDEMNIFICATION

9.0 Claims. Under this Contract the CM/GC shall not have the right to compensation to satisfy any claim for costs, liabilities, or debts of any kind whatsoever from any act or omission attributable to the City unless the CM/GC has provided notice to the City within twenty (20) days of the event giving rise to the claims and unless the detailed claim therefore is delivered to the City within sixty (60) days following the notice. The detailed claim shall include:

- 9.0.1** The date of the occurrence of the event giving rise to the claim and the date and manner of CM/GC's compliance with the notice requirements of this Article 9A, and
- 9.0.2** The reasons upon which the CM/GC bases his claim, demonstrating thereby that the costs, liabilities or debts reflected in the claim are not already a part of the GMP and its compensation under the Contract and therefore specific relief is due it for the claim.
- 9.0.3** The City shall respond to the claim within twenty (20) days after receipt of a claim. In the event there is no resolution of the claim from that response, the CM/GC reserves his right to seek legal redress.
- 9.0.4 Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9.1 Mediation.

- 9.1.1** The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The CM/GC and City Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract and any applicable scope of services. Issues shall be escalated to successive management levels as indicated in Section 9.1.3 below.
- 9.1.2** If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 9.1.3** Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

Business Days	CM/GC's Representative	City Representative
10	CM/GC Operations Manager	Project Manager
10	CM/GC's Director of Operations	Director of Environmental Services
20	CM/GC's COO or President	City Manager

- 9.2 Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification.
- 9.3** The CM/GC shall carry on the Work and maintain the progress scheduled during any administrative or judicial proceeding, unless otherwise agreed by the CM/GC and the City in writing, and the City shall continue to make payments on undisputed pay requests or invoices to the CM/GC in accordance with the provisions of this Contract.
- 9.4** All claims, disputes and other litigation shall be determined under the judicial system of the State of Florida. Venue for litigation shall be Volusia County, Florida.
- 9.5 Truth in Negotiation.** CM/GC's signature on this Contract shall act as the execution of truth-in-negotiation certificate stating that wage rates, and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete and current at the time of contracting and that it has disclosed to the City prior to the execution of this Contract all debts, fees or obligations owed to or pending before the City.
- 9.6 Indemnification.** The CM/GC shall indemnify, defend and hold harmless the City, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to CM/GC's performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the City.
- 9.6.1** In all claims against City, CM/GC's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for CM/GC, or its employees, agents, contractors, or subcontractors.
- 9.6.2** IN ACCORDANCE WITH FL STATUTE 558.0035:
- (1) A DESIGN PROFESSIONAL EMPLOYED BY A BUSINESS ENTITY OR AN AGENT OF THE BUSINESS ENTITY IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE

COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT IF:

- (A) THE CONTRACT IS MADE BETWEEN THE BUSINESS ENTITY AND A CLAIMANT OR WITH ANOTHER ENTITY FOR THE PROVISION OF PROFESSIONAL SERVICES TO THE CLAIMANT;
 - (B) THE CONTRACT DOES NOT NAME AS A PARTY TO THE CONTRACT THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES;
 - (C) THE BUSINESS ENTITY MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE CONTRACT; AND
 - (D) ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.
- (2) AS USED IN THIS SECTION, THE TERM "BUSINESS ENTITY" MEANS ANY CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, LIMITED PARTNERSHIP, PROPRIETORSHIP, FIRM, ENTERPRISE, FRANCHISE, ASSOCIATION, SELF-EMPLOYED INDIVIDUAL, OR TRUST, WHETHER FICTITIOUSLY NAMED OR NOT, DOING BUSINESS IN THIS STATE.

9.6.3 Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Consultant/Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

9.6.4 In all claims against FDEM or US, Consultant/Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant/Contractor, or its employees, agents, contractors, or subconsultants/subcontractors.

ARTICLE 10A

MISCELLANEOUS

10.0 Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a

pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- 10.0.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 10.0.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 10.0.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.

10.1 Claims Notice. The CM/GC shall timely report in writing to the City's City Clerk's Office any incident which it believes might result in claims under any of the coverages mentioned herein.

Name: Bonnie Zlotnik, CMC, City Clerk
City of Edgewater
Office of the City Clerk
Address: PO Box 100
104 N. Riverside Drive
Edgewater, Florida, 32132
Telephone: (386) 424.2400 ext. 1101
Fax: (386) 424-2410
Email: cityclerk@cityofedgewater.org

10.2 Successors and Assigns. City and CM/GC each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, contracts and obligations of this Contract. Neither City nor CM/GC shall assign, sublet or transfer any rights under or interest in this Contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

10.3 Additional Rights and Remedies. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

10.4 MBE. This Contract is entered into by the City and CM/GC pursuant to the minority business enterprise procurement goals under Section 287.09451, F.S.

10.5 Local Government Policies

10.5.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide CM/GC with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CM/GC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CM/GC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-424-2400, CityClerk@cityofedgewater.org, by mail, City Clerk, 104 N Riverside Drive, Edgewater, FL 32132

By entering into this Contract, CM/GC acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any CM/GC entering into a contract for services with the City is required to:

10.5.1.1 Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.

10.5.1.2 Upon request from the City's custodian of public records, 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.

10.5.1.3 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 Contract term and following completion of the Contract if the CM/GC does not transfer the records to the City.

10.5.1.4 Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CM/GC or keep and maintain public records required by the City to perform the service. If the CM/GC transfers all public records to the City upon completion of the Contract, the CM/GC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM/GC keeps and maintains public records upon completion of the Contract, the CM/GC 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.

10.5.1.5 Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If CM/GC receives any such request, CM/GC shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify the CM/GC of

such request, and the CM/GC must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.

10.5.1.6 CM/GC acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

10.5.1.7 CM/GC further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.

CM/GC shall indemnify, defend, and hold the City harmless for and against any and all claims, damage awards, and causes of action arising from the CM/GC's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by CM/GC's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom. CM/GC authorizes City to seek declaratory, injunctive, or other appropriate relief against CM/GC from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

10.5.2 Financial Records. CM/GC agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of CM/GC that are directly related to the Contract. CM/GC shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. CM/GC 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 this Contract for a minimum period of three (3) 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 (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify CM/GC of the pendency of such audit. 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.

10.5.3 Payments Subject to Appropriation. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of City is subject to the appropriation and availability of funds. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by CM/GC with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to non-appropriation shall be without a termination charge by CM/GC. City shall not be obligated to pay CM/GC under this Contract beyond the date of termination. CM/GC shall have no right to compel the Edgewater City Council to appropriate funds for any fiscal year to pay the compensation.

10.5.4 Prohibition Against Contingent Fees.

10.5.4.1 The CM/GC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the

CM/GC to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CM/GC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10.5.4.2 CM/GC, and any parent or subsidiary corporation of CM/GC, warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CM/GC, to solicit or secure this Contract and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift, or other consideration contingent upon award of this Contract. For the breach or violation of this provision, City shall have the right to terminate this Contract at its discretion, without liability and to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.5.4.3 For the breach or violation of this section, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.5.5 Truth in Negotiation. CM/GC's signature on this Contract shall act as the execution of truth-in-negotiation certificate stating that wage rates, and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete and current at the time of contracting and that it has disclosed to the City prior to the execution of this Contract all debts, fees or obligations owed to or pending before the City.

10.5.6 No Code Violation or Past Due Debt. The CM/GC warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of Edgewater Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the City shall have the right to terminate this Contract as set forth herein.

10.5.7 Changes Due to Public Welfare. The City and CM/GC agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.

10.5.8 Compliance with Applicable Laws. CM/GC shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, CM/GC shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, City of Edgewater, or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

10.5.9 Drug Free Workplace. The City of Edgewater is a drug-free and smoke-free workplace. CM/GC agrees that it shall provide a drug-free environment to its personnel during the

terms of the Contract and shall comply, subject to the prior receipt, with the City's policies on drug-free and smoke-free work place during the term of this Contract.

10.5.10 Background Checks. CM/GC and its Trade Contractors understand that certain areas of the City's premises may not be available to CM/GC or Trade Contractor personnel without background checks and that such access may be required to perform the Services contemplated by this Contract.

10.5.11 Employment of Illegal Aliens. CM/GC certifies that it does not knowingly or willingly and shall not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

10.5.12 Nondiscrimination and Americans with Disabilities Act. CM/GC shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. CM/GC agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, CM/GC agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, 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 shall 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.

10.5.12.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the [City Clerk's office](#) at 386-424-2400 x1102 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the City Clerk's office by [calling](#) 386-424-2400 x1102. Read the full [ADA Notice](#) under The Americans with Disabilities Act (Title II). Read the [City of Edgewater Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

10.6 E-Verify. The Contractor covenants and agrees to the following provisions, as required by law:

10.6.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

10.6.2 Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

10.6.3 In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The contractor shall provide a copy of such affidavit to the City before the Subcontractor begins any work associated with the Agreement. If the City has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section 10.6 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section 10.6 and applicable law, the City shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

10.6.4 If the City has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section 10.6; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the City from any resulting costs or expenses, including fines or penalties levied by a government agency and the City's loss or repayment of grant funds; (iii) the City may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement. Contractor acknowledges and understands that if the City terminates this Agreement in accordance with this Section 10.6, Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

10.7 Controlling Law. This Contract is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract shall be in Volusia County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.

10.8 Modifications to Contract. This Contract and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.

10.9 Entire Contract. This Contract, any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between City and CM/GC and supersede all prior written or oral understandings.

10.10 Scrutinized Companies, FL Statue Section 287.135 and 215.473. Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited

exceptions provided in state law, the City will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to City Solicitation RFQ 23-ES-14. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have made and executed this Contract for Contracting Services for Preconstruction Phase Services, Part A, the day and year below written.

Vendor acknowledges that Darin A. Crafton, Chief Operating Officer [name of title of signatory] (the "Authorized Signatory") is authorized to execute contracts/agreements with the City of Edgewater and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the City of Edgewater.

Attest:

CITY OF EDGEWATER

Bonnie Zlotnik
City Clerk

BY:

Diezel DePew
Mayor

Date: _____

Date: _____

City Council Date: _____

Attest:



Signature

Tom Widener, VP of Commercial Operations

Name and Title

Date: _____

WHARTON-SMITH, INC.

BY:



Signature

Darin A. Crafton, COO

Name and Title

Date: _____