

THE TOWN OF
Windermere



MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien

Council Members

Robert McKinley

Andy Williams

Chris Sapp

Bill Martini

Liz Andert

Agenda

Agenda

January 12, 2021

6:00 PM

Town Hall

520 Main St.

Windermere, FL 34786

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceeding should contact the Office of the Town Clerk at least 48 hours beforehand at (407) 876-2563

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all proceedings before the Town of Windermere Town Council:

1. All electronic devices, including cell phones and pagers, shall be either turned off or otherwise silenced.
2. Prolonged conversations shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council.
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Town Council meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Town Council meeting by an officer and such other actions as may be appropriate. **PLEASE NOTE:** IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- FLAG SALUTE
- INVOCATION
- 1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)
- 2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS
- 3. TIMED ITEMS AND PUBLIC HEARING
- 4. CONSENT AGENDA
 - a. 2021 Vote Processing Equipment Use Agreement and Election Services Contract for Municipal Elections. (Attachments-Staff Recommends Approval)
- 5. NEW BUSINESS
 - a. MINUTES
 - i. Town Council Meeting Minutes December 8, 2020 (Attachments-Staff Recommends Approval)
 - b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING
 - c. APPOINTMENTS
 - i. WAYS Committee Appointment: Ella Brinckerhoff (WAYS Recommends Approval)
 - d. CONTRACTS & AGREEMENTS
 - i. Town of Windermere and H.J. High Construction Company Guaranteed Maximum Price (GMP) Contract for New Town Facilities \$4,768,662. (Attachments-John Fitzgibbon to Present-Staff Recommends Approval)
 - 1. Town of Windermere and H.J. High Construction Company Guaranteed Maximum Price (GMP) Contract Add Alt for New Public Works Shop Facilities \$394,327. (Attachments-John Fitzgibbon to Present-Staff Recommends Approval)
 - ii. Manhour and Fee Estimate-Orange County Utilities (OCU) Water Main Improvements-West Second Avenue- Michael Galura Engineering: \$20,020.00 (Attachments-Staff Recommends Approval)
 - e. FINANCIAL
 - f. OTHER ITEMS FOR CONSIDERATION:
- 6. MAYOR & COUNCIL LIAISON REPORTS
 - a. MAYOR O'BRIEN
 - b. COUNCILMAN MCKINLEY

- c. COUNCILMAN WILLIAMS
- d. COUNCILMAN SAPP
- e. COUNCILMAN MARTINI
- f. COUNCILMEMBER ANDERT

7. STAFF REPORTS

- a. TOWN MANAGER ROBERT SMITH
- b. TOWN ATTORNEY HEATHER RAMOS
- c. POLICE CHIEF DAVE OGDEN
- d. PUBLIC WORKS INTERIM DIRECTOR TRAVIS MATHIAS
- e. CLERK DOROTHY BURKHALTER

8. ADJOURN

- **REPORTS:**

- a. January Projects Meeting Notes
- b. Liaison Report: Councilmember Williams: HPB

- **FILED ITEMS**



**2021
VOTE PROCESSING EQUIPMENT
USE AGREEMENT AND
ELECTIONS SERVICES CONTRACT
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the **Town of Windermere, Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on Tuesday, March 9, 2021, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services.

DS200 For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any DS200 tabulator and Seventy-five Dollars (\$75.00) for each additional identically programmed tabulator. For Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each DS200 tabulator that is identically programmed and operated as the Election Day DS200 tabulators.

ADA Equipment. For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any ADA Voting Equipment and Seventy-five Dollars (\$75.00) for each additional identically programmed machine. For Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each ADA machine that is identically programmed and operated as the Election Day ADA machines.

High-Speed Counter For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the program, maintenance and operation of any M650 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars (\$50.00) per hour.

ePoll Books For each election, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for data base set-up and maintenance of each precinct tablet set-up, which includes 2 Epoll Books and 1 Help Desk tablet per precinct. Additional check in tablets will be charged at Seventy-five Dollars (\$75.00) each.

Repairs For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method

Tablets For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Three Hundred and Seventy-Five Dollars (\$375.00) for the program and operation of two check-in stations. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

Printers For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred and Seventy-Five Dollars (\$175.00) for the programming, configuration and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. Other Election Charges.

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars (\$150.00) for each precinct and each Early Voting site. SOE will arrange pick up of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third party vendor to perform the requisite printing and binding services.

Communication For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third party telecommunications provider for the set-up, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third party telecommunications providers shall be at the preference of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE nine Dollars (\$9.00) as a set-up fee plus twenty-five Cents (\$.25) for each printed page.

Vote by Mail ballots For each election, MUNICIPALITY shall pay SOE One Dollar and Seventy-five Cents (\$1.75) for each Vote by Mail ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE ten Cents (\$.10) for each Vote by Mail ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote by Mail ballots at the actual cost incurred.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE twenty-five cents (\$.25) for each Notice of Election that is mailed to each eligible voter plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

Other For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term. For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders and providing any public records which the SOE maintains or otherwise controls.

SECTION 7. Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the statutes, codes, municipal charter provisions, and ordinances referenced

above. MUNICIPALITY and SOE agree that the terms of this contract may require modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

SECTION 8. Notice and Advertisement of Elections. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE ten (10) cents per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. Printing of Ballots and Ballot Services. MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote by Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the name the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers. SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting. If additional staff through a temporary employment agency is required for Early Voting sites located at the SOE office, SOE will recruit staff through the agency and MUNICIPALITY will be billed directly for the cost incurred.

SECTION 12. Selection of Polling Places and Early Voting Sites. SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than thirty-five (35) days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. Sample Ballots. SOE shall lay out, check and deliver sample ballot layout to a third party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Vote by Mail Ballots. MUNICIPALITY shall refer all requests for Vote by Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote by Mail ballots by telephone, mail, or in person. SOE also agrees to mail Vote by Mail & overseas ballots as requested by registered voters, receive and securely store any voted Vote by Mail ballots. SOE will verify the signatures on any returned voted Vote by Mail ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote by Mail ballots.

MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote by Mail ballots during the counting process and shall coordinate a date for the opening and counting of such Vote by Mail ballots with SOE.

SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pick up of any voting equipment. Prior to Election Day, voting equipment will be delivered by SOE, or a third party representative of SOE. After Election Day, voting equipment will be picked up by SOE, or a third party representative of SOE. MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**

SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. Canvassing of Election Results. MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and

advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election.

MUNICIPALITY shall convene the canvassing board to determine which voted Vote by Mail ballots are to be tabulated.

- SECTION 18. Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.
- SECTION 19. Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.
- SECTION 20. Voter History. SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.
- SECTION 21. Other Necessary Costs. Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:
- A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
 - B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.
- SECTION 22. Hold Harmless Covenant. MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any

administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments. The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY will pay return postage for Vote by Mail ballots		
MUNICIPALITY gives SOE permission to begin processing Vote by Mail ballots prior to Election evening		
MUNICIPALITY will use current SOE Canvassing Criteria		

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Bill Cowles

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

TOWN OF WINDERMERE

Town Council Meeting Minutes (Hybrid Meeting)

December 8, 2020

*** Please note. Due to technical issues, there is no recording from Town Hall, only Zoom. ***

CALL TO ORDER:

Present were Mayor Jim O'Brien, Council Members Bill Martini, Bob McKinley, Andy Williams, and Chris Sapp. Council Member Liz Andert was present via Zoom. Town Manager Robert Smith, Police Chief Dave Ogden, and Town Clerk Dorothy Burkhalter were also present. Attorney Heather Ramos and Public Works Foreman Travis Mathias were present via Zoom.

Mayor O'Brien called the meeting to order at 6:03pm and stated all Council members were present.

Mayor O'Brien led everyone in the Pledge of Allegiance. He then gave the invocation.

1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)

Mayor O'Brien stated he had received a list of individuals that would like to speak regarding agenda items. Most deferred until specific items were being heard. Mr. Andrew McGhee of 226 Butler Street and co-owner of Windermere Brewing presented the Windermere Police Department Foundation with a \$500.00 donation check.

Mayor O'Brien explained that the agenda needed to be amended to include an expense of \$26,250.00 from Wine and Dine to the Orlando Philharmonic, and a \$35,000.00 donation from the Wine and Dine to the 2nd Harvest Food Bank. Member McKinley made a motion to amend the agenda and add the two items. Member Martini seconded the motion. Roll call vote was as follows: Andert -aye, Sapp -aye, Williams -aye, Martini -aye, and McKinley -aye. Motion carried 5-0. Mayor O'Brien explained another item, Orange County Sheriff's Mutual Aid Agreement, needed to be added to the agenda for approval. Member Martini made a motion to approve amending the agenda to add the Mutual Aid item. Member McKinley seconded the motion. Roll call vote was as follows: McKinley - yes, Martini - yes, Williams -aye Sapp -aye, and Andert -aye. Motion carried 5-0.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

3. TIMED ITEMS AND PUBLIC HEARING:

4. CONSENT AGENDA

- a. **Z21-01: 3229 Wauseon Dr. – Christopher & Amy Rucki – Variance to allow for the north side setback to be reduced from 13' to 11.32'**

Mayor O'Brien introduced this item. Member Martini gave a brief review from the DRB meeting, in which this item was recommended for approval. Member Martini made a motion to approve the variance request. Member Williams seconded the motion. Roll call vote was as follows: Andert -aye, Sapp -aye, Williams -aye, Martini -aye, and McKinley -aye. Motion carried 5-0.

5. NEW BUSINESS

a. MINUTES

i. Town Council Meeting Minutes November 10, 2020

Member McKinley made a motion to approve the minutes as presented. Member Sapp seconded the motion. Roll call vote was as follows: McKinley -aye, Martini -aye, Williams -aye, Sapp -aye, and

TOWN OF WINDERMERE

Town Council Meeting Minutes (Hybrid Meeting)

December 8, 2020

Andert – aye. Motion carried 5-0.

b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

i. Resolution 2020-07 Police Department Vehicle Purchase

Mayor O'Brien read the title of proposed Resolution 2020-07 for the record. Member McKinley made a motion to approve Resolution 2020-07. Member Martini seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, Martini – aye, and McKinley – aye. Motion carried 5-0.

c. APPOINTMENTS

d. CONTRACTS & AGREEMENTS

- i. IPO 118: Butler Basin Design**
- ii. IPO 119: Bessie Basin Design**

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith commented on past meetings and discussion regarding the Butler and Bessie Basins. He stated that the new IPOs were written with the direction from those past meetings and discussions. Manager Smith explained that if approved with the "do not exceed," an RFQ could be sent out with an award in January. After a brief discussion, Mayor O'Brien turned the floor over for public comments. First to speak was Ms. Annamaye Clonts of 632 Butler Street. Ms. Clonts commented on water problems that she and her neighbors, the Willards, are dealing with. She stated that their homes are taking the brunt of all the water onto their properties. Ms. Clonts stated that the Town Council needed to do what was right, vote yes, and accept the grant funding. Mr. Tom Stroup of 201 W 7th Avenue introduced himself. He stated that he could only comment on the effects to his street, 7th Avenue. Mr. Strop thanked all involved with the process. Ms. Nora Brophy of 426 Magnolia Street introduced herself. She also thanked all those involved in the process. Ms. Brophy stated that the current plan is better than the previous plan. She then commented on concerns with some of the costs. Mrs. Brandi Haines of 835 Oakdale Street introduced herself. She then commented on the swale project near her home. Mrs. Haines commented on the size of the swale/drains, safety issues, no street widening, and consideration for those living on Oakdale Street. There being no further public speakers, Mayor O'Brien turned the floor over to the Town Council. Member McKinley questioned the cause that created the problems to begin with. He then commented on; the rain garden at the School House location, ditches versus swales, a maintenance plan, costs, over-engineering, keeping in-house, and guards on culverts. Mayor O'Brien stated that the maintenance plan cost is an "à la carte" item. Member Martini stated that he is opposed to tearing up the 1887 School House area. He then commented on ditches and creating a maintenance plan in-house. Member Martini then thanked the staff and residents for all the work and input on the projects. Mayor O'Brien commented on a past project on Oakdale Street regarding ditches that brought a lot of opposition from the area residents. Mr. Fitzgibbon commented on the past North Oakdale project. Member Sapp stated that the basins needed to be taken care of without impacting the roads. He then stated that the landscape plan seemed pricey and the Town needed to hold off on the maintenance plan. Member Andert questioned the reasonable timeline and events. Manager Smith commented on the proposed timeline. Mr. Hau Chau, representative from Kimley-Horn, commented on the proposed timeline and additional meetings that can be held. Member Andert questioned if the utilities corridor could be included for residents to see. Mr. Chau stated it was possible and that options could be provided. Member Andert questioned that if the utilities are not included, would there be a timeframe for the residents to be advised of regarding another project? Manager Smith stated

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he is unaware of the timing. Member Andert questioned the timing for the stormwater location of East 8th Avenue to East 10th Avenue and Oakdale Street. Manager Smith commented on the proposed project. Member Andert stated she and Mr. Fitzgibbon had met with Mr. and Mrs. Haines. She questioned if Mr. Fitzgibbon had an opportunity to research the possibility of additional piping at the Haines residence. Mr. Fitzgibbon stated that what was needed first is approval for Kimley-Horn, so that the conversation can move forward. Some discussion followed. Member Martini thanked John Fitzgibbon for all his assistance to the Town. He then stated that Mr. Galura and Mr. Fitzgibbon are a great team for the Town. Mayor O'Brien commented on the actions needed from the Town Council. Manager Smith suggested moving forward with the RFQ and the design phase. Member Sapp questioned the removal of the Maintenance Plan. Mayor O'Brien commented it could be stated for the record. Member Williams made a motion to approve the Butler Basin design not to exceed \$163,647.00. Member Sapp seconded the motion. Member McKinley questioned if the maintenance plan was removed from the inclusion of the motion. Mayor O'Brien explained that the maintenance plan is not being approved at this point, only the not to exceed amount. Roll call vote was as follows: McKinley – aye, Martini – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0. Member Sapp made a motion to approve the not to exceed \$216,264.00 for the Bessie Basin. Member Williams seconded the motion. Member Martini questioned if the Oakdale residents could be included prior to the 45%. Mayor O'Brien stated that there will be several additional meetings regarding this item. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, Martini – aye, and McKinley – aye. Motion carried 5-0. Manager Smith stated that the next step will be the RFQ.

e. FINANCIAL

i. Monetary Contribution for purchase of Central Park Statue: John Nabers

Mayor O'Brien introduced this item. Manager Smith reported that a Town resident, Mr. Nabers, had purchased and donated the statue that will be located in Central Park. Member McKinley made a motion to approve the donated statue. Member Andert seconded the motion. Roll call vote was as follows: McKinley – aye, Martini – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

f. OTHER ITEMS FOR CONSIDERATION:

i. Town of Windermere Boathouse Leases

Mayor O'Brien introduced this item. He then opened the floor to the public. First to speak was George Poelker of 405 W 3rd Avenue. Mr. Poelker stated that was also speaking on the behalf on Ms. Joyce Rose, another boathouse owner. He stated that the owners are willing to work with the Town Council. Mr. Poelker commented on the structures and gave a history of the boathouses that led to the leases. He stated that the boathouses are listed on the Local Historic Register. Mr. Poelker stated that the boathouse pilings are attached to the bottom of the lake which is owned by the State. The access to the boathouses is through the Town's property. He then stated that each boathouse has a quick claim deed. Mr. Poelker stated that they are willing to work with the Town Council. Mr. Curt Frazer, owner of 415 W 3rd Avenue, introduced himself. He gave a history of his past residency to the purchase of 415 W 3rd Avenue. Mr. Frazer commented on his ownership and willingness to work with the Town Council. Mr. Russell Gentry of 409 W 2nd Avenue introduced himself. He stated that he "echoes" the comments of Mr. Poelker and Mr. Frazer. He then gave an ownership history of his boathouse, which was previously owned by Fred and Angela Pryor. Mr. Gentry provided information that he received from Mrs. Pryor and research. He then stated that he is looking forward to the negotiations with the Town Council. Mr. Jerry Fay of 28 Pine Street introduced himself. He stated that he had owned boathouse #5 since 1966. He stated that the boathouses have been a part of the Town's history for many years. Mr. Fay stated that he is in favor of negotiations to renew the leases. Mrs. Anne Fanelli requested via email to speak. When called upon, Mrs. Fanelli was not present. Mr. Doug Kegler of 12 Pine Street introduced himself. He stated that he likes the boathouse and does to want to see them gone. Mayor O'Brien turned the floor over to the Town Council. He then stated that this item could be scheduled for a workshop for further discussion. Member Martini

TOWN OF WINDERMERE

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stated that removal should not be an option. He then commented on past discussions he has heard regarding the boathouses. Member Martini stated that has heard interest from other residents and there needs to be more input. Mayor O'Brien stated that he could not find the boathouses on the Local Historical Register. Member Williams clarified that the boathouse is on the Town's Local Registry. Some discussion followed. Member Andert questioned if the land could be sold. Mayor O'Brien stated he would not be in favor of Town park property being sold to a private people. Member Williams commented on the Historic Board, Parks and Recreation, and the Local Registry. Member McKinley stated that the Parks and Recreation Committee would like canoe and/or kayak use there. He then stated that he would like a workshop for further discussion. Mayor O'Brien suggested a month-to-month lease until a workshop could be held. Member Sapp suggested charging the lessors fair market value for one year and to allow the Parks and Recreation Committee and the Historic Board time needed to devise a plan. Mayor O'Brien suggested six months. Discussion followed. Member Williams made a motion to keep the leases as is and extend the leases for an additional six months. Member Sapp seconded the motion. Roll call vote was as follows: Andert – aye, Sapp- aye, Williams – aye, Martini – aye, and McKinley – aye. Motion carried 5-0.

- ii. **Second Harvest Food Bank Wine and Dine Matching Grant of \$35,000.00**
- iii. **Orlando Philharmonic Wine and Dine Event - \$26,250.00**

Mayor O'Brien introduced the two above items. Manager Smith explained that the request for the above is above his spending authority without Town Council approval. He stated that the funds are needed soon and could not wait for the next Town Council meeting. Some discussion followed. Member Sapp stated for the record there was not an Executive Summary in the packet. Manger Smith explained that these items came forward earlier in the day and needed approval. He further explained that the check request could not wait until the next meeting. Member Sapp made a motion to approve the matching grant of \$35,000.00 to the Second Harvest Food Bank and \$26,250 to the Orlando Philharmonic for the Wine and Dine event. Member Martini seconded the motion. Roll call vote was as follows: Andert – aye, Sapp - aye, Williams – aye, Martini – aye, and McKinley – aye. Motion carried 5-0.

- iv. **Orange County Sheriffs Mutual Aid Agreement**

Mayor O'Brien introduced this item. Chief Ogden commented that this is an annual renewal. Member McKinley made a motion to approve the Mutual Aid agreement. Member Sapp seconded the motion. Roll call vote was as follows: McKinley – aye, Martini – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

6. **MAYOR & COUNCIL LIAISON REPORTS:**

Member McKinley reported on the Parks and Recreation Committee's new park swings, paths, 5K sponsor, that the Fernwood Park Boardwalk project is currently on hold, and on the next Elder Luncheon delivery on December 15th. Member Williams reported that the Historic Preservation Board had met. He commented on the 1887 School House exterior and the upcoming work day. Member Sapp reported that the Long-Range Planning Committee did not meet, the Farmers Market/Food Truck approvals, update on the Farmers Market, and on the Thermal Cameras. Member Martini stated that the Development Review Board did not meet. Member Andert reported on the Butler Chain Advisory Board meetings, the WAY upcoming meeting, and the Tree Board.

7. **STAFF REPORTS:**

a. **TOWN MANAGER ROBERT SMITH** – Mr. Smith wished all Happy Holidays. He then commented on upcoming meetings and the bridge.

b. **TOWN ATTORNEY HEATHER RAMOS** – No report.

c. **POLICE CHIEF DAVE OGDEN** – Chief Ogden reported that Sgt. Destefano will be retiring in the New Year, upcoming transitions, and a Recognition Ceremony in February.

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d. **PUBLIC WORKS FOREMAN TRAVIS MATHIAS** – No report.

e. **TOWN CLERK DOROTHY BURKHALTER** – Ms. Burkhalter reported on the upcoming Elections and qualifying period.

Mr. Fitzgibbon reported that groundbreaking on the new Town Facilities is scheduled for January 11, 2021.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 8:06pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor



EXECUTIVE SUMMARY

SUBJECT: Town of Windermere and H.J. High Construction Company Guaranteed Maximum Price (GMP) Contract for New Town Facilities

REQUESTED ACTION: Staff Recommends Approval

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 1/12/21

☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: \$4,768,662

☐ Annual

☐ Capital

☒ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Mayor & Council,

The attached 115-page contract between the Town of Windermere and HJ High Company has been negotiated over several months. This Executive Summary is intended to provide you with a synopsis of this agreement. As you are aware, HJ High was selected via a competitive RFQ process and based on those negotiations, Staff is in a position to recommend not only approval of HJ High Construction Company conducting the work, but staff also agrees with the Guaranteed Maximum Price (GMP) of \$4,768,662.

A guaranteed maximum price contract sets a limit, or maximum price, that the customer will have to pay their contractor or subcontractor, regardless of the actual costs incurred. In its simplest form, a guaranteed maximum price contract simply puts a cap on the contract price that can't be exceeded. Costs beyond that guaranteed maximum price may need to be covered by the contractor or sub

The GMP of \$4,768,662 exceeds the original estimate of \$4,484,645 by \$352,534. Built into that overage is a \$100,000 contingency to the contractor and \$55,000 contingency to the Town. In addition, since the original estimate was approved, construction costs have increased since the budget was prepared in 2018 as well as some of the additions not originally anticipated (ballistic rated lobby, COVID related upgrades to the HVAC systems). The balance of the overage can be absorbed in FY 20/21 and 21/22 budgets (\$197,534). Finance and Town Management can confirm this. No increase in taxes or assessments will occur because of this overage and no loss of level or quality of service will be impacted.

The documents produced by The American Institute of Architects (AIA) are the most widely used standard form contracts in the construction industry. They facilitate communications among all the parties involved in construction, which makes it easier to produce a high-quality project in a timely and economical fashion. With the assistance of Gray Robinson, all agreements and understandings are included within the 115-page document.

John Fitzgibbon will be available to present at the meeting and to answer any questions you may have.

Town of Windermere
New Facility - GMP Executive Summary

	Original Estimate	GMP Estimate	Overage
<u>NEW Town Admin/PD/PW Facilities</u>			
	\$4,484,645.00	\$4,794,631.00	
Early Demo Package	incl	\$68,517.00	
FF&E Revised Target Budget		-\$45,000.00	
Roller shades for windows		\$14,531.00	
PIV Valves for Fire Department - Code review comment		\$2,000.00	
Added Swale/pond NW corner from SFWMD Comments		\$2,500.00	
TOTAL	\$4,484,645.00	\$4,837,179.00	\$352,534.00
Demo per pay		-\$68,517.00	
FINAL GMP		\$4,768,662.00	
Accepted Alternate Deducts			
(Deduct) Metal Roofing early procurement		-\$20,734.00	
(Deduct) MFM HT-Ultra in Lieu of Specified Underlayment		-\$680.00	
(Deduct) Remove LEED FSC & NA-UF Wood Doors		-\$2,003.00	
(Deduct) Change STC rating on doors From STC-55 Door to STC -48		-\$11,066.00	
(Deduct) Delete Door #115A		-\$8,000.00	
(Deduct) In lieu of Shadow Mold, use standard L Mold (Ceilings)		-\$990.00	
(Deduct) Extend Walls to Deck in Rooms 152, 134 & 205		-\$2,025.00	
(Deduct) V.E. Plumbing Fixtures in Lieu of Fixtures Spec'd.		-\$3,250.00	
(Deduct) PVC Sanitary & Storm Above Slab Fire Wrapped in Plenums		-\$2,750.00	
(Deduct) Replace copper feeder conductors with aluminum		-\$16,650.00	
(Deduct) Alternate Electrical Fixture package		-\$12,510.00	
(Deduct) Vinyl Horizontal mini-blinds in lieu of specified except training room	TBD		
Accepted Alternate Adds			
1 (Add) Site Monument/Wall sign Main ID	Accepted	\$15,057.00	
2 (Add) Ballistic Storfront for PD Windows vs hinged panel	Accepted	\$5,157.00	
6 Fixture Type SLC uplight on monument sign	Accepted	\$3,540.00	
7 Change receptacle to Quad E-102	Accepted	\$0.00	
13 Block fill to 8ft with foam at PD	Accepted	\$1,290.00	
Subtotal		-\$55,614.00	OWNER CONTINGENCY
Total		\$4,781,565.00	\$296,920.00
<u>Public Works Shop</u>			
		\$395,862.00	
Proposed VE			
(Deduct) Manual Chain Hoist for OH Door at Shop		TBD	
(Deduct) OH Door insulation		TBD	
(Deduct) Metal Storage Bldg. - Metal Interior Walls called to paint - unpainted		-\$729.00	
(Deduct) Metal Storage Bldg. - Exposed Ceiling called to paint - unpainted		-\$756.00	
Subtotal		-\$1,485.00	
Revised GMP		\$394,377.00	
Proposed Alternate Adds			
WS1 HVLS Fan in PW Shed		\$9,601.00	

Town of Windermere
New Facility - GMP Executive Summary

Public Works Shop
Town of Windermere
New Facility - GMP Executive Summary

AIA® Document A102™ – 2017

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

AGREEMENT made as of the 6th day of January in the year 2021
(In words, indicate day, month and year.)

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

Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida
614 Main Street
Windermere, FL 34786

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

H.J. High Construction Company
1015 West Amelia Street
Orlando, FL 32805
407-422-8171
Contractor's License No. CGC 1511171

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

Town of Windermere Town Facilities
1.55 acre site at 520/614 Main Street
Windermere, FL 34786

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

Architecture Design Group
333 N Knowles Ave,
Winter Park, FL 32789
(407) 647-1706

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	CHANGES IN THE WORK
7	COSTS TO BE REIMBURSED
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9	DISCOUNTS, REBATES AND REFUNDS
10	SUBCONTRACTS AND OTHER AGREEMENTS
11	ACCOUNTING RECORDS
12	PAYMENTS
13	DISPUTE RESOLUTION
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16	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Town of Windermere Revised AIA Document A201™–2017, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

The general conditions of the Contract shall be as set forth in Town of Windermere Revised AIA Document A201™–2017, Revised General Conditions of the Contract, which document is incorporated herein by reference.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute and pay for the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall have the responsibility to build the entire Project in accordance with the Contract Documents.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of

the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement shall be within seven (7) days of receipt of building permit, recorded Notice of Commencement, and signed Owner Agreement, whichever comes latest. On or before commencing the Work, the Contractor shall record a Notice of Commencement signed by Owner in accordance with Florida law and shall post a copy of the said notice with a copy of the Florida Statute 255.05 Bond at the Project site.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than Twelve (12) months from the date of commencement of the Work.
- ☐ By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

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

Contractor's Fee shall be a fixed fee equal to 5.5% of the Cost of the Work, but subject to adjustment for Change Orders and Construction Change Directive Work. However, if the actual Cost of the Work plus the Contractor's Fee exceeds the GMP, then the Fee shall be reduced appropriately so that the total of the actual Cost of the Work plus the Contractor's Fee does not exceed the GMP.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

For Change Orders or Construction Change Directive Work, the amount for Contractor's fee and overhead added or deducted shall be 5.5% of the Cost of the Work that is added or deducted, respectively. However, fee shall not be deducted for any Change Order that is associated with Owner Direct Purchase Program, any Change Order that substitutes types of materials, or any individual Change Order item that is less than \$100,000.00. Such Contractor fee includes all profit and overhead. No general conditions costs shall be added, except that if the change directly impacts general condition items (e.g. dumpsters, equipment rental, etc.) or if the change includes an increase in the Contract Time, then extended daily general conditions costs will be added in accordance with Article 8.3 of Town of Windermere Revised AIA A201-2017 General Conditions. However, Contractor's Fee shall not be reduced for deductive changes for materials under the Sales Tax Savings Program described in Revised AIA A201-2017 General Conditions, except that fee on the amount of the sales tax saved shall be deducted.

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

For Change Order Work or Construction Change Directives, the amount of a Subcontractor's overhead and profit for increases or decreases in the cost of its portion of the Work shall be 12.0% of the Cost of the Work that is added or deducted, respectively. Such fee includes all profit, overhead, general conditions costs, bond, and insurance costs of the Subcontractor, except that if the change includes an increase in the Contract Time, then extended daily general conditions costs will be added in accordance with Article 8.3 of the Revised A201-2017 General Conditions.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed that stated in § 7.5.2 of this Agreement.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
See GMP Amendments.		

§ 5.1.6 Liquidated damages, if any:

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

If the Contractor fails to substantially complete the work within fifteen (15) calendar days after the agreed upon Date of Substantial Completion set forth in this Agreement (including any extension granted by the Owner in writing), then the Contractor agrees to pay the Owner, as liquidated damages, a sum of money equal to \$1,000.00 per calendar day from the expiration of such fifteen (15) day period until Substantial Completion of the Work is actually achieved. Such amount is agreed upon as a reasonable measure of the damages that the Owner will sustain from the Contractor's failure to timely complete the Work. Owner and the Contractor recognize the delays, expense and difficulties involved in providing in an arbitration or judicial proceeding the actual loss suffered by the Owner if the Work is not completed on time and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay (but not as a penalty). The foregoing liquidated damages shall be in lieu of all other monetary remedies that the Owner shall have in the event of the Contractor's delay in completing the Project.

§ 5.1.7 Other:

(Paragraph deleted)

The Project Schedule is attached to the GMP Amendments. The Contractor shall periodically update the Project Schedule and provide copies to the Architect and Owner. Such updates shall not adjust the Substantial Completion Date without the written approval of Owner.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed that set forth in the GMP Amendments attached as Exhibits "D" and "E", subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See GMP Amendments.	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Change Order to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
See GMP Amendments.		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See GMP Amendments.	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

See GMP Amendments.

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

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

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

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

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§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

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

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Such costs shall equal the actual hourly cost of the personnel performing the Work billed on an hourly basis.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval. Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See GMP Amendments, if any. Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

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

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

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

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value

of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any piece of equipment for the duration of the Project that the Contractor or any related person or entity owns shall not exceed 75% of the fair market value of that equipment at the commencement of the rental period. Where a rental agreement contains an option to purchase and this option is exercised, the equity accrued shall be credited to the Owner against the total rental cost of that equipment on the Work. Prior to beginning the Work, the Contractor shall submit a list to the Owner of rental equipment owned by the Contractor or a subsidiary of the Contractor indicating the fair market value at commencement of the Work and the proposed rental rates. The Contractor shall attach to each monthly Application for Payment an itemized list of rental equipment owned by the Contractor or his subsidiaries and the applicable rates for such equipment used on the Work during that period.

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

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies. There shall be no markup on these expenses.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

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

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

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

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

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

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

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Indirect costs included in the Contractor's GMP as General Conditions and subject to approval by Owner.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

§ 7.6.9 Attorneys' fees incurred negotiating subcontracts with subcontractors, but such expense shall be subject to prior discussion with and subject to the prior approval of Owner. To clarify, legal expenses incurred by Contractor involving disputes with subcontractors shall not be a Cost of the Work.

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

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

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

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

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

§ 7.8 Related Party Transactions

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

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

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

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

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- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Payments to Contractor's employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, etc.), including salary increases not identified in the Contractor's bid proposal.
- .10 Technology, Data Processing, Project Specific Web Sites, or Project Management System Cost incurred by the Contractor in preparing the Project Schedule, Payroll, Accounting, Project Cost Reports or Project Status Reports and any other reports necessary to the progress of the Work.
- .11 Any fees paid to Contractor organizations (AGC, ABC, etc.).
- .12 Contractor's business license.
- .13 Recruitment or training costs of personnel, recruiting or sign up bonuses.
- .14 Overtime expense of any salaried personnel.
- .15 Except as provided in Section 6.7, any cost not specifically and expressly described in Section 6.
- .16 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .17 Any expenses for General Conditions costs that cause the total of General Conditions costs to exceed that set forth in this Agreement.
- .18 Bond costs for Contractor's subcontractors and suppliers without approval by Owner.
- .19 Facsimile transmissions and long-distance telephone calls, telephone service at the site, and petty cash expenses of the site office.
- .20 Legal, mediation and arbitration costs, including attorneys' fees, except as set forth in § 7.6.9;
- .21 Costs for any work or services incurred or performed during the Preconstruction Phase of the Project; and
- .22 Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

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

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

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

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

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

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner receives the approved Application for Payment.

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

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

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

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

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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

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

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

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

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

Ten percent (10%)

§ 12.1.8.1.1 The following items are not subject to retainage:

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

All Work shall be subject to retainage, except Contractor's Fee, bond costs, and insurance costs.

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

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

At 50% completion of the Project, retainage shall be reduced to 5% for each subsequent progress payment in accordance with Florida Statutes Section 255.078 (2019). After the Project is 50% complete, the Contractor may request release of up to one-half of retainage previously withheld. At Substantial Completion, all retainage may be

invoiced by Contractor and shall be released, except 150% of the value of Punch List Work, incomplete Work, and defective Work shall be withheld.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

At Substantial Completion, all retainage may be invoiced by Contractor and shall be released, except 150% of the value of Punch List Work, incomplete Work, and defective Work shall be withheld.

§ 12.1.9 n/a.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

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

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Contractor shall submit its Final Pay Request within 45 days of Final Completion of the Project. Final payment, constituting the entire unpaid balance of the Contract Sum, less 150% of the estimated value of any punchlist, defective, or incomplete Work, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment as well as a Contractor's Final Affidavit; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

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

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

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

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

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and

approval of the Work by the Owner, compliance with the requirements of the Revised A201-2017 General Conditions, the conditions of § 12.2.1 have been met, and Owner's completion of the audit of the Cost of the Work.
§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Per Florida Statute Chapter 255.073(4).

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction
(Paragraphs deleted)

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

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 14.1.2 Termination by the Owner for Cause

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

- .1 Take the Cost of the Work properly performed and incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

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

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

None.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

Robert Smith, Town Manager
Town of Windermere
614 Main Street
Windermere, Florida 34786
rsmith@town.windermere.fl.us
407-876-2563 x 5324

§ 15.3 The Contractor's representative:

(Name, address, email address and other information)

Robert High
407-422-8171

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

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice may be given in accordance as set forth below:

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

Electronic mail may be used by the parties using the email addresses in Article 15.3.

§ 15.7 Other provisions:

15.7.1 Any reference to AIA A201-2017 in this Agreement shall mean the Town of Windermere Revised General Conditions AIA A201-2017 General Conditions that are attached (also known as the "Revised General Conditions" or "Revised A201-2017").

15.7.2 Sales Tax Savings Program. See requirements in AIA A201-2017 Revised General Conditions.

15.7.3 not used.

15.7.4 Owner shall be entitled to make any decision or approval required by this Agreement to made by Architect. Any decision of Owner shall supersede any decision of the Architect. Owner shall have two (2) business days after decision or approval is made by Architect to supersede or change any decision of the Architect. Any time Contractor shall be required to notify or report to the Architect such notice or report shall be also be made to Owner.

15.7.5 Sovereign Immunity. The Owner's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Owner's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Owner be liable to Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Contractor its agents, servants, employees, or subcontractors. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.

15.7.6 There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement. Contractor is and shall remain an independent contractor and not an employee of Owner or an agent of the State of Florida. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

15.7.7 Discrimination Prohibited. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

15.7.8 Prohibition against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

15.7.9 Public Entity Crime. Contractor affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

15.7.10 Public Records.

a. To the extent Contractor is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

- i. Keep and maintain public records required by Owner to perform the services under this Agreement.
- ii. Upon request from Owner's custodian of public records, provide Owner 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 costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to Owner.
- iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor's failure to comply with the terms of this Section.

c. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS, D. BURKHALTER AT 407-876-2563 X 5323, DBURKHALTER@TOWN.WINDERMERE.FL.US, 614 MAIN STREET, WINDERMERE, FLORIDA 34786 .

15.7.11 Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

Int.

15.7.12 not used.

15.7.13 For services related to this Agreement, Contractor may not transact business with any entity that has been placed on the State's discriminatory vendor list.

15.7.14 Contractor shall coordinate and conduct with its subcontractors a Project Warranty Inspection at the Project site on a mutually convenient date within the 14 day period before the expiration of the one (1) year warranty period.

15.7.15 Contractor shall provide the builder's risk insurance for this Project.

15.7.16 The following documents are incorporated by reference and Contractor shall comply with all terms, conditions, and requirements of same:

RFQ: #2019-03, attached as Exhibit "B".

Contractor's Response to the RFQ dated June 21, 2019, attached as Exhibit "C".

15.7.17 All activities under or pursuant to this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. Owner shall immediately notify Contractor should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

15.7.18 Contractor is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, as applicable.

15.7.19 Contractor shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Contractor's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Contractor shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Chief Financial Officer, and Office of the Chief Inspector General. Owner may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Contractor which include, but are not limited to, papers, independent auditor working papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement.

15.7.20 Contractor's Contingency. The GMP breakdown includes a line item for Contractor's Contingency. Such amount shall be for the Construction Manager's use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order, with all unspent contingency sums accruing to the benefit of the Owner. Examples of acceptable use of contingency include: scope gaps, omitted items, trade contractors which fail to sign acceptable subcontracts, and unforeseen field conditions for which a change order is not authorized hereunder. Contingency funds shall not be used for expenses related to correcting defective work, legal expenses, or subcontractor defaults. At Final Completion, the Contract Sum shall be reduced by Change Order by the amount of the unspent contingency sum. Expenditure of contingency funds by the Construction Manager shall be done only with written approval of the Owner.

15.7.21 Owner's Contingency. The GMP breakdown includes a line item for Owner's Contingency. Such amount is for the Owner's exclusive and sole use to cover costs for Owner approved Change Orders, with all unspent contingency sums accruing to the benefit of the Owner. At Final Completion, the Contract Sum shall be reduced by Change Order by the amount of the unspent contingency sum.

15.7.22 Contractor affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. Contractor affirms it has not been placed on and Contractor shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

15.7.23 n/a.

15.7.24 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement 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 the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15.7.25 Contractor shall require language in each of its subcontractors' contracts providing for Owner's ownership of all Project documents.

15.7.26 Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Contractor shall insert a similar provision in accordance with this Section, in all subcontracts for this Project.

15.7.27 n/a.

15.7.28 n/a.

15.7.29 Safety and Health Plan. Prior to commencement of the Work the Contractor shall submit to the Owner a Safety and Health Plan, or similar documentation, describing how the Contractor intends to ensure the safety and health of personnel and protect property from damage. The Safety and Health Plan, or similar documentation, shall include descriptions of policies, procedures, and techniques for all anticipated working conditions that will be encountered throughout the services to be provided.

15.7.30 n/a.

15.7.31 n/a.

15.7.32 There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement.

15.7.33 Conflicts. This Agreement shall have precedence in the event of any conflicts between this Agreement and any of the Drawings, Specifications, Contractor's Proposal or Quotation Form, attachments, or other documents incorporated by reference to this Agreement.

15.7.34 Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding jobsite conduct.

15.7.34 Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers, and proper shoes are required apparel. The display of vulgar words, signs, or figures is prohibited. Sandals and flip-flops are prohibited on the Project site. All personal working on the Project must be properly trained and appropriately licensed or certified at no cost to Owner and proof of qualifications will be provided to Owner upon request.

15.7.35 Construction personnel shall not use profanity, illegal drugs, or alcohol on the Project site.

15.7.36 The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on the Project site.

15.7.37 Smoking is prohibited on the Project site.

15.7.38 Contractor shall maintain a redlined set of drawings at the job site to show any deviations made from the Contract drawings, and which reflect the "As-Built" conditions. These drawings shall clearly identify all dimensions established in the field and all deviations to the drawings, as approved by the Owner representative. All red-line drawings shall be turned-over and provided to Owner within two (2) weeks of Final Completion.

15.7.39 n/a.

15.7.40 Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Contractor during the term of this Agreement; and Contractor shall expressly require any subcontractors to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractors during the contract term. The Department of Homeland Security's E-Verify system can be found at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm

15.7.41 The employment by Contractor or any of its subcontractors of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement.

15.7.42 Scrutinized Companies List.

a. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Contractor has submitted a false certification, Owner will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Contractor. If Owner's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Contractor.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

15.7.43 Contractor is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, Town of Windermere Revised General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Not used.

- .5 Drawings

Number	Title	Date
See GMP Amendments.		

- .6 Specifications

Section	Title	Date	Pages
See GMP Amendments.			

.7 Addenda, if any:

Number	Date	Pages
See GMP Amendments.		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:

(Check all boxes that apply.)

(Paragraphs deleted)(Row deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

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

- .1 Exhibit B- RFQ
- .2 Exhibit C – Contractor's Response to the RFQ
- .3 Exhibit D – Contractor's GMP Amendment No. 1 with GMP Breakdown, Assumptions & Clarifications, Unit Pricing, Alternates, and Allowances.
- .4 Exhibit E – Contractor's GMP Amendment No. 2 with GMP Breakdown, Assumptions & Clarifications, Unit Pricing, Alternates, and Allowances

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



AIA® Document A102™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 6th day of January in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Town of Windermere Town Facilities
1.55 acre site at 520/614 Main Street
Windermere, FL 34786

THE OWNER:
(Name, legal status and address)

Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida
614 Main Street
Windermere, FL 34786

THE CONTRACTOR:
(Name, legal status and address)

H.J. High Construction Company
1015 West Amelia Street
Orlando, FL 32805
407-422-8171
Construction Manager's License No. CGC 1511171

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance Builder's Risk insurance shall be obtained by the Contractor. See Article § A.3.3.2.1 below.

§ A.2.3.1 Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until Substantial Completion.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions, unless such costs are caused by the acts, omissions, or negligence of Contractor and in such event Contractor shall pay such costs not covered because of the deductibles.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

- ☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ n/a) per claim and (\$ n/a) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ n/a) per claim and (\$ n/a) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ n/a) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ n/a) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [X] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible.. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, then the Contractor shall bear all reasonable costs properly attributable thereto.

- [] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim

and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [X] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [X] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Excess Liability providing coverage over the above General Liability, Automobile, and Employer's Liability coverages; Umbrella form	\$10,000,000

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Contract Sum
Performance Bond	Contract Sum

(Paragraph deleted)

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Contractor shall furnish unconditional bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The bonds shall comply with the requirements of Florida Statutes Section 255.05; "Conditional" Payment Bonds shall not be acceptable. Proper Power of Attorney shall accompany said bonds. Said bonds shall be delivered to the Owner. Contractor shall record the bonds in the public records of the County where the Project is located. No Work shall commence on the Project until the Notice of Commencement and copies of the Payment Bonds are recorded and certified copies thereof are posted at the Project. The cost of the bonds are included in the Contract Sum.

Agreed to this 6th day of January 2021.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

EXHIBIT B

**RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES**



**TOWN OF WINDERMERE
REQUEST FOR QUALIFICATIONS**

RFQ: #2019-03

**CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES**

RESPONSES ARE DUE BY 5:00 PM EST JUNE 21, 2019

MAIL OR DELIVER RESPONSES TO:

ATT: Robert Smith, Town Manager
614 Main St.
Windermere, FL 34786

CONTACT:

Robert Smith, Town Manager
614 Main St.
Windermere, FL 34786
Phone: (407) 876-2563, Fax (407) 876-0103
Email: rsmith@town.windermere.fl.us

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

1. OVERVIEW

The Town of Windermere (Town), Florida, is issuing a Request for Qualifications (RFQ) from qualified firms or individuals (Proposer) offering to provide Construction Manager at Risk (CMAR) services for new Town of Windermere Facilities which include Town Administration, Police and Public Works buildings at a Guaranteed Maximum Price ("GMP"). The Town will select the qualified Proposer in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (the "CCNA").

The work will consist of a new Town Administration Building of approximately 2,808 SF, a Police Department Building of approximately 4,520 SF, a Connector Entry and Community Room of approximately 1,175 SF and Public Works Facility Building of approximately 2,554 SF. Site work encompasses surface parking, utilities, stormwater and site security on an overall 1.55 acre site. Proposers should be experienced in the development and construction of complex public safety projects.

The Town has developed a conceptual master plan and space utilization needs in the form of a draft program totaling 11,057 SF, for Town Administration, Police Department, Public Works Building and Connector Entry and Community Room. The design professional is Architecture Design Group. The selected Construction Manager shall participate in the design process, perform construction cost estimating and constructability services, value engineering analysis, manage the schedule and perform construction services. All Proposers must be licensed as general contractors in the State of Florida pursuant to Chapter 489 Florida Statutes by the submittal date for proposals.

The contract for Construction Management Services shall be a modified AIA Agreement – A133 Construction Manager Agreement, and AIA A201 General Conditions. The contract will consist of a pre-construction services phase and a construction phase. The pre-construction phase, for which the Construction Manager will be paid a fixed fee, will include value engineering, constructability analysis, development of cost models, estimating, full construction estimates at the following intervals throughout the design process (100%DD, 50% CD and 75%CD), and the development of a Guaranteed Maximum Price (GMP) at the 100% Construction Document phase. If the GMP is accepted, the Construction Phase will be implemented. In the Construction Phase of the Contract, the Construction Manager serves as the single point of contact of responsibility for successful performance of construction of the project and shall publicly bid trade contracts and facilitate an owner direct purchase program, where practical.

Those firms interested in providing this service are instructed to submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (CD: PDF Format) of their qualifications pertinent to the scope of work prior to 5pm Eastern Standard Time, June 21, 2019, to the attention of Robert Smith, Town Manager 614 Main St. Windermere, FL 34786. Qualification documents received after this date and time will not be considered. The Town of Windermere reserves the right to reject any and all qualification documents received, to solicit new qualification documents, or take any other such actions that may be deemed to be in the best interest of the Town of Windermere. The Town of Windermere is

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Town of Windermere strictly enforces open and fair competition.

The Town may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the Town, and at no cost to the Town.

2. SUBMISSION REQUIREMENTS:

Firms are invited to submit qualifications documents to the Town of Windermere RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at www.town.windermere.fl.us. All questions pertaining to this Request for Qualifications (RFQ) should be directed, in writing, to Robert Smith, Town Manager, 614 Main St. Windermere, FL 34786, by facsimile (407) 876-0103, or by email rsmith@town.windermere.fl.us. Any addenda to this RFQ shall be made on the Town web site. It is the sole responsibility of those submitting an RFQ to check the web site for addendums. These questions are due by 5pm EST June 12, 2019. Final addenda will be posted by 5pm EST June 14, 2019.

Proposers must submit one (1) original response unbound marked "Original", three (3) bound copies marked "Copies", and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities." addressed and delivered to:

**Att: Robert Smith, Town Manager
614 Main Street
Windermere, FL 34786**

All qualifications must be received by Robert Smith before 5:00pm EST June 21, 2019. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the Proposer to ensure their proposal is received in a timely manner.

The Town of Windermere reserves the right to reject any and all proposals, to waive informalities in any or all qualification documents, to re-advertise for RFQ's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the Town of Windermere.

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

While every effort has been made to ensure the accuracy and completeness of the information in this RFQ we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

3. Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Qualifications Advertised	May 22, 2019
Pre -Submittal Meeting (non-mandatory)	June 5, 2019
Technical Questions Due to the Town (written)	June 12, 2019
Responses to Questions Due from the Town	June 14, 2019
Proposals Due to the Town	June 21, 2019
Short List Presentations (optional) or Discussions with top-three ranked Proposers	June-July
Contract Negotiated with Town	June-July
Board Approval of Qualified Vendor	August 13, 2019

- The Town reserves the right to alter scheduled dates if necessary

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

4. Instructions to Respondents

4.01 Description

Architect Design Group in collaboration with the Town has developed a conceptual master plan and space utilization needs in the form of a draft program totaling 11,057 SF, for Town Administration, Police Department, Public Works Building and Connector Entry and Community Room.

The work will consist of a new Town Administration Building of approximately 2,808 SF, a Police Department Building of approximately 4,520 SF, a Connector Entry and Community Room of approximately 1,175 SF and Public Works Facility Building of approximately 2,554 SF. Site work encompasses surface parking, utilities, stormwater and site security on an overall 1.55 acre site.

The Town will operate out of portables located on the corner of 5th and Forest Street during construction. The Overall budget for the project is \$5.2 million. The project budget includes all costs and expenditures necessary to design, permit, administer and construct all of the improvements referenced above and provide new furnishings, fixtures and equipment. The estimate construction cost budget available for the demolition of the existing facilities and the construction of the improvements in totality, is approximately \$4,484,654.

4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

4.03 Disqualification of Respondents

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDVIT. If it is discovered that collusion exists among the Responders the response of all participants in such collusion shall be rejected , and no participants will be considered in future responses for the same work

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or qualification documents in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.
- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular request for qualifications, or any other competitive solicitation between:
 - 1. Any person or person's representative seeking an award from such competitive solicitation; and
 - 2. Any Town Council Member or any Town staff authorized to act on behalf of the Council to award a particular contract (Selection Committee Member, etc)

For the purpose of this section, a person's representative shall include but not limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

This prohibition on communication shall be in effect as of the publication of the bid advertisement. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Council if requested, and protest hearings.

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

The provisions of this section shall terminate at time of award of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

4.04 EXAMINATION OF RFQ DOCUMENTS

Each Respondent shall carefully examine the RFQ and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the Town Manager in writing prior to the Response Question Due Date.

4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before June 12, 2019 will be given consideration. Any changes or interruption will be made in writing in the form of an addendum and, if used, will be posted on the Town Web Site www.town.windermere.fl.us. Each respondent shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFQ will constitute acknowledgment. It is the responsibility of all Respondents to verify all addenda prior to submitting a response to the RFQ.

4.06 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work including grant award terms for all grants to which a respondent may apply on behalf of the Town.

4.07 SIGNATURE OF RESPONDENT

The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

Respondent shall state in the response the name and address of each person interested therein.

4.08 COST OF PROPOSAL

The Town of Windermere assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting firm or team of firms.

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

5. Scope of Services

PROJECT SCOPE

5.01.1 Services will include the following to the extent approved by the Town Council and/or Town Manager

- Provide complete Construction Manager at Risk Services with a Guaranteed Maximum Price.
- Participate in design phase services to include providing input regarding constructability of design.
- Provide cost estimation and cost control services
- Provide schedule development, management and control
- Conduct constructability review of the design documents and provide value engineering analysis.
- Conduct site investigation and analysis
- Conduct bid award phase services
- Construction of new Town Facilities listed above.

5.01.2 Contract End Times

- The selected CMAR will be required to work closely with the Town Staff and the project's selected architectural and engineering team. The CMAR must be cognizant of the strict budget for this project and understand that it is the Town's mandate to construct the project within the limits of available funding.

5.01.3 Project Duration Schedule

- Design and Permitting – 10-12 Months
- Procurement & Preconstruction -4 months
- Construction -12 Months

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

6. Qualification/Experience requirements:

The Respondent must submit qualification/experience.

6.01 Respondents must demonstrate the following:

- The firm must be established as a legal entity, be licensed in the State of Florida, and the principals of the firm must have performed continuous Construction Management Services for a minimum of five (5) years.
- Respondent must be a qualified Engineer who has experience in projects specifically in the development Municipal Office Construction and Estimating.
- Capability of the proposer to deliver the proposed services, as demonstrated on recent projects (either completed or underway) of similar project type, size, scope, and complexity for other municipalities within the State of Florida.
- Responses from a minimum of three references
- Describe your general approach and estimated time frame for the project.
- Provide information on any additional benefits of your team
- Must be able to provide a Florida Statute 255.05 bond.

6.02 The Supervision and Personnel

Respondent must demonstrate how the operation will be supervised and what current quality controls policies would be in place for the service. Please identify the individual who, from project start to finish, will be the leader of your design team and the principal point of contact between your firm and the Town, the Engineer, and other consultants. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a Designer

6.03 Records

Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

7. EVALUATION/PROPOSAL FORMAT

Qualification documents will be evaluated on the basis on qualifications provided in the response and during the presentation or interview process.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success as described above and are not disqualified on some other basis outlined in this RFQ shall be approved as a qualified vendor. For qualification documents to be eligible, the format must be strictly followed. All qualification documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities " to facilitate effective evaluation by the Town, qualification documents shall be limited to 25 pages. MBE/WBE/DBE certificate(s), other appendix documentation, sectional dividers, and front and back covers will not be counted towards the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated. During this RFQ process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

Proposals must include the following tabbed sections:

1. Company or Personal Background
2. Experience
3. References
4. Service approach
5. Required Forms
 - a. Response Cover
 - b. Hold Harmless Agreement
 - c. Certificate of Insurance
 - d. Non Collusion Affidavit
 - e. Drug Free Workplace Form

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

8. Indemnification and Insurance

8.01.1 Indemnification and Hold Harmless

The Respondent agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees due to the negligent acts, error or omissions or Respondent employees and/or agents

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

8.01.2 Insurance Requirements -- Respondent must provide a certificate of insurance with their response which shall include the following minimum insurance coverage:

- Worker's Compensation – Statutory
- Employer's Liability
 - Bodily injury- each accident, \$1,000,000
 - Disease – Policy limit, \$1,000,000
 - Disease – each employee, \$1,000,000
- Comprehensive General Liability (including premises-operations; independent contractor's protective; products and completed operations; and broad form property damage) and the aggregate limit shall be separately applicable to the Project:
 - Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - Property Damage:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - Products and Completed Operations to be maintained for five (5) years after final payment
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

- General Aggregate \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Property Damage Liability Insurance shall include coverage for X, C and U hazards (Explosion - Collapse - Underground)
- Contractual Liability:
 - Bodily Injury: \$1,000,000 Each Occurrence
 - Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
- Personal Injury, with Employment Exclusion deleted
 - \$1,000,000 Annual Aggregate
- Comprehensive Automobile Liability:
 - Bodily Injury -- \$1,000,000 Each Occurrence and annual aggregate
 - Property Damage -- \$1,000,000 Each Occurrence
- Excess Liability:
 - Umbrella form
 - Combined for bodily injury, personal injury and property damage:
\$10,000,000 Each Occurrence
\$10,000,000 Aggregate

The selected Proposer will be required to carry Builders Risk insurance for the duration of the project.

Additional Insureds: The resulting contract will require the contractor and subcontractors to name the Town as an additional insured on all policies (including builders risk), except workers compensation, business automobile and professional liability. These policies will be primary and non-contributory. The additional insured endorsement(s) shall include coverage for completed operations.

Waiver of Subrogation: A waiver of subrogation in favor of the Town will be required by all the contractor's policies.

All insurance described above and all renewals shall be issued by companies acceptable to the Town with a rating of at least "A-VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor or, if there is no

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

equivalent successor rating, otherwise acceptable to the Town) and be licensed to do and be doing business in Florida. Any insurance that is required to maintain under this Agreement must include a provision that requires the insurance carrier to give the Town not less than thirty days written notice prior to any cancellation or modification of such coverage.

**RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES**

RESPONSE TO:

**RFQ 2019-03 Construction Manager at Risk Town of Windermere Town
Facilities.**

ROBERT SMITH, TOWN MANAGER

614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: _____

I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

_____ TELEPHONE _____

_____ FAX: _____

_____ DATE _____

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

My Commission Expires _____

HOLD HARMLESS AGREEMENT

I _____ (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

NON-COLLUSION AFFIDAVIT

I _____ (Respondent) of the firm of _____ (Respondent Firm Name) responded to the notice for calling for qualification for Auditing Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Respondent

Witness

EXHIBIT C

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H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

Letter of Interest

June 21, 2019

Attn: Robert Smith
Town Manager

Town of Windermere
Town Facilities
614 Main Street
Windermere, FL 34786

Re: RFQ #2019-03
Construction Manager at Risk (CMAR) Services – Town of Windermere Town Facilities

Dear Mr. Smith and Selection Committee Members,

Thank you for the opportunity to present our qualifications for Construction Manager at Risk Services for your Town Facilities project. Your town facilities are essentially the hub of your community and are not just about the services they provide, but the ideas they convey. A police department is a symbol of safety, community, and longevity. These are ideas we at H. J. High understand intimately. Throughout our 83 year history, we have made it our goal to build projects that not only last, but add meaning and beauty to the community. We understand the pride that the Town of Windermere takes in its history and its future and we also understand the impact your police station, community center and public works facility will have for your residents.

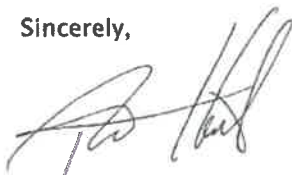
The following proposal has been prepared to show the Town of Windermere that H. J. High is the right choice to serve as your Construction Manager for this important project. We will show you that our firm possesses the following distinct advantages:

- **QUALIFIED EXPERIENCE WITH MUNICIPAL CONSTRUCTION** – We have extensive experience building police stations, both large and small. We've successfully constructed large facilities, like the award-winning Orlando Police Department Headquarters facility as well as facilities similar in size to Windermere's police department, such as the Orlando Police Department Metrowest substation. In addition, over 50% of our current projects are Public Safety Facilities for municipalities around the Florida, including a new state-of-the-art police headquarters for the City of Boynton Beach. We are excited to bring our experience on these facilities to the town of Windermere!
- **WE HAVE THE RIGHT TEAM** – Our team is suited specifically for this project. Not only have we assembled a team of experts that know police stations, but Windermere as well. Our Project Superintendent, Greg Wiedenbeck worked on the Orlando Police Headquarters and also grew up in Windermere. His parents currently still live there (although Greg currently lives on the outskirts of your beautiful town).
- **A LONG AND SUCCESSFUL RELATIONSHIP WITH ARCHITECTS DESIGN GROUP** – H. J. High has been working with ADG for years. They are our "Go To" partner for public safety facilities. We've successfully built five municipal facilities with them and are currently working on six more. We know ADG, and, more importantly, work VERY well with them.

As the president of H. J. High, I can attest that my team and I will be fully invested to ensure our commitments are met and the Town of Windermere receives the level of service we pride ourselves on. It's this approach that has allowed us the long history of success and repeat clients. It's this personal commitment we pledge to this project to make it successful.

Thank you for considering our firm and we look forward to the opportunity to partner with you as your Construction Manager at Risk.

Sincerely,



Robert High
President, H. J. High Construction





H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

At a Glance

H. J. High Construction Company

Owners:
Steven High / Chairman
Robert High / President

1015 W. Amelia Street
Orlando, FL 32805
Main — 407-422-8171
Fax — 407-841-4820
rhigh@hjhigh.com
hjhigh.com

83

Years in
Business

38

Employees

Annual Revenue

2018	\$41,120,000
2017	\$25,400,000
2016	\$50,000,000
2015	\$27,000,000
2014	\$11,500,000

0

Litigation, Major
Disputes, Contract
Defaults or Liens
experienced in the
last 83 Years

H. J. High Construction is a Corporation.

EIN 59-0774606

Corporate Charter #189889

Professional Certifications/Licenses

State of Florida Department of State

I certify from the records of this office that H.J. HIGH CONSTRUCTION COMPANY is a corporation organized under the laws of the State of Florida, filed on December 30, 1955.

The document number of this corporation is 189889.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 29, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of March,
2019*



Ramón
Secretary of State

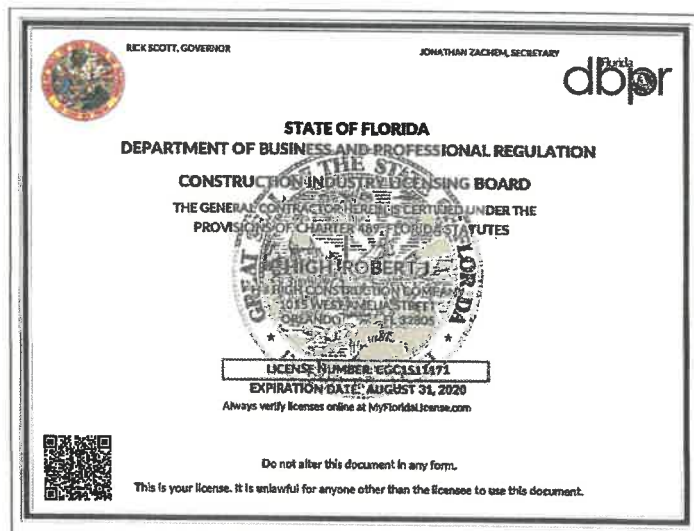
Tracking Number: 3731541245CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Fillings/CertificateOfStatus/CertificateAuthentication>

“ I have worked with H. J. High on multiple City of Orlando projects over the years and have had many opportunities to witness their commitment to client satisfaction, job site safety and the pursuit of a high-quality finished product. ”

— Tom Connery, Division Manager,
City of Orlando



Who We Are

H. J. High Construction is an 83 year old Central Florida construction management firm.

Our History

H. J. High was founded in post-depression Orlando by Harlem John High, known as Johnny High. Born in Indiana, Johnny possessed the intense work ethic Midwesterners are known for and began his construction career in New York City as a brick mason. One of the most notable projects he worked on was the Waldorf-Astoria Hotel. Johnny and his wife relocated to Orlando in 1935 and after working for local building contractors as a brick mason he decided to start his own business. In 1936 Johnny founded H. J. High Construction as a masonry and concrete contractor and developed an excellent reputation with his work on many large construction projects throughout Central Florida.

During our early years we constructed many projects including numerous schools for local school districts, church facilities for the Catholic Diocese of St. Augustine, many hospitals and other facilities. In 1961 the company began work at Cape Kennedy in preparation for the Apollo moon landing. H. J. High was ultimately awarded one of the only two Awards of Merit issued by the Army Corps of Engineers for work excellence delivered at the Cape.

In 1968 Johnny High passed away and his son Steve was appointed company president. During Steve's tenure the company continued to grow and developed into a construction industry leader constructing multi-million dollar projects complex in nature. One of these was the \$60 million main campus for Florida Hospital in Orlando.

Awarded to H. J. High in 1972, the federal Department of Health, Education, and Welfare set forth a new delivery technique for the project: construction management. Thus H. J. High became the first construction company to use construction management in Central Florida.

In 1980 H. J. High recognized the desire on the part of sophisticated owners for design/build services, particularly in the warehousing, food services and high-tech industries which were a growing part of Central Florida's economy. Today construction management, design/build and general contracting are the core services offered by H. J. High Construction.

In 1998 Steve's son Robert John High joined the company, marking the third generation to lead H. J. High. Robert was appointed president of H. J. High in 2006. The same work excellence and dedication established by Johnny High in 1936 are being carried on today. As the company continues to grow, we at H. J. High look forward to serving our clients and community by constructing the very best buildings possible.



A Team Approach to Success

H. J. High's personnel team brings decades of combined experience in municipal and public safety projects. Our team is structured to provide a clear, efficient, and effective management approach. We are acutely aware of the speed and production demands of these types of projects and have purposefully kept our organization streamlined so team communication is highly effective.

The Town of Windermere lead contact for the project who will have signing authority will be Robert High, President of H. J. High Construction. H. J. High's project managers will coordinate the work on a day to day basis and will regularly coordinate and interface with the Town's project representative.

H. J. High's superintendents will coordinate overall field operations and will lead our field coordination, quality assurance, safety and execution. Our superintendents will interact with the permitting authorities to be sure field inspections are properly coordinated and passed.

THE TOWN OF
Windermere



Pre-Construction



Construction



Safety





Years of Experience

H. J. High: 1998

Education

Management School
Harvard University

Master of Business
Administration
Rollins College

Bachelor of Arts
Furman University

Licenses + Certifications

Certified General
Contractor
(FL, GA and SC)

LEED® Accredited
Professional

DBIA Design-Build
Professional

Robert High, DBIA, LEED^{AP}

President/Project Executive

As your Project Executive, I will oversee the team's involvement through the pre-construction, construction, and warranty phases. As both the Project Executive and President of H. J. High, I work closely with Architects Design Group and the Town of Windermere along with our pre-construction team, project managers and superintendent to keep the process moving forward and to ensure the your needs are being met. It's my honor to have the opportunity to serve your wonderful Town.

Project Experience

City of Orlando Police Department Headquarters \$25.2 Million

Robert was the Project Executive for the \$25 million City of Orlando Police Headquarters building. This three story, 100,307 SF, tilt-wall facility is the flagship of the Orlando Police Department. LEED® Silver certified, it uses day-lighting, energy efficient mechanical systems and environmentally friendly finishes. The facility houses public spaces, recruiting offices, Homicide/Robbery/Assault & Battery Units, as well as the Chief of Police Division, Professional Standards, Technology Management and Legal Divisions.

The City of Orlando Police Department Crime Scene Facility - \$10 Million

Located at the Orlando Executive Airport, Robert was the Project Executive on the \$10 million project consisted of the complete re-purposing of an 80,000 SF existing facility into a state-of-the-art building. The Crime Scene Facility houses the department's secure Property and Evidence Unit Storage, Crime Scene Unit's processing labs, training components, and miscellaneous storage spaces.

City of Orlando Code Enforcement and Permitting Office - \$5 Million

A 22,000 SF, Tilt-wall structure, consisting of reception and administration areas, conference room, office space and various other components. The 15,000 SF Archives Records Warehouse has office space for one staff member and a microfilm storage vault.

The City of Boynton Beach Boynton Beach Police Department Headquarters - \$18 Million

At just over 63,100 GSF, the new Headquarters will house the Chief and Administrative Offices Suite, Administrative Services Bureau, and all of the required functions of a modern-day, state-of-the-art public safety facility including a 3,000 SF Community Room.

The City of Kissimmee Police Department Training Facility \$8,666,354

The new single-story, 26,000 SF firearms training facility is designed to be a state-of-the-art solution to the growing needs of the Kissimmee Police Department. The project includes a classroom and a defensive tactics lab, offices, storage, three surface parking areas, lift station, access road, landscaping, a 162,914 SF retention pond, and a multipurpose firing range.

Orlando Police Department Metrowest Substation \$431,235

The project was an adaptive re-use of an existing 3,024SF bank facility with an addition of 574 square feet.



Orrie Feitsma, DBIA

Director of Pre-construction Services

As Director of Pre-construction Services, I will serve as Chief Estimator, working closely with the project manager and the design team during the pre-construction phase of the project. I will complete site visits, prepare estimates at the schematic, design development and construction document stages and oversee solicitation and pre-qualification of subcontractors and suppliers. In addition, I will manage the Building Information Modeling (BIM) process. This allows us to integrate directly with Architects Design Group, the engineers, and the Town of Windermere to provide real-time information and planning strategies. Together we are able to find the most effective cost-savings for your facility.

Project Experience

City of Orlando Police Department Headquarters

\$25.2 Million -

Orrie was the Chief Estimator for the \$25 million City of Orlando Police Headquarters building. This three story, 100,307 SF, tilt-wall facility is the flagship of the Orlando Police Department. LEED® Silver certified, it uses day-lighting, energy efficient mechanical systems and environmentally friendly finishes. The facility houses public spaces, recruiting offices, Homicide/Robbery/Assault & Battery Units, as well as the Chief of Police Division, Professional Standards, Technology Management and Legal Divisions.

The City of Orlando Police Department

Crime Scene Facility - \$10 Million - 2016

Located at the Orlando Executive Airport, Orrie was the Chief Estimator on the \$10 million project consisted of the complete re-purposing of an 80,000 SF existing facility into a state-of-the-art building. The Crime Scene Facility houses the department's secure Property and Evidence Unit Storage, Crime Scene Unit's processing labs, training components, and miscellaneous storage spaces.

City of Orlando Code Enforcement

and Permitting Office - \$5 Million - 2018

A 22,000 SF, Tilt-wall structure, consisting of reception and administration areas, conference room, office space and various other components. The 15,000 SF Archives Records Warehouse has office space for 1 staff member and a microfilm storage vault.

Boynton Beach Police Department Headquarters -

\$18 Million

At just over 63,100 GSF, the new Headquarters will house the Chief and Administrative Offices Suite, Administrative Services Bureau, and all of the required functions of a modern-day, state-of-the-art public safety facility including a 3,000 SF Community Room.

The City of Kissimmee Police Department Training Facility

\$8,666,354

The new single-story, 26,000 SF firearms training facility is designed to be a state-of-the-art solution to the growing needs of the Kissimmee Police Department. The project includes a classroom and a defensive tactics lab, offices, storage, three surface parking areas, lift station, access road, landscaping, a 162,914 SF retention pond, and a multipurpose firing range,

Years of Experience

Industry: 2001

H. J. High: 2015

Education

Bachelor of Science in
Construction Management
Southern Polytechnic State
University

Licenses + Certifications

OSHA 30 Hour
Construction Safety

ICC Building Inspector

DBIA Design-Build
Professional

**Years of Experience**

H. J. High: 2018

Total: 1998

Education

Bachelor of Architecture
(BArch) Construction
Engineering
Florida Agricultural and
Mechanical University

JP Hurd

Project Manager

As the project manager it is my job to lead the team through both the pre-construction and construction phases. During the pre-construction phase, I will support the estimating department. I will work closely with the chief estimator and entire team to develop and refine cost saving opportunities for consideration and review documents for project construction. Once the GMP has been established, I will develop and administer subcontracts, the project budget, baseline and progress schedules, submittals, changes, and support the project superintendent.

Project Experience

The City of Boynton Beach**Boynton Beach Police Department Headquarters – \$18 Million**

At just over 63,100 GSF, the new Headquarters will house the Chief and Administrative Offices Suite, Administrative Services Bureau, and all of the required functions of a modern-day, state-of-the-art public safety facility including a 3,000 SF Community Room.

The City of Boynton Beach**Boynton Beach Fire Department Station 1 – \$4.25 Million**

A 14,000 SF, two story complex with apparatus bays, living quarters airlocks and a “walk through” decontamination room. The living quarters, kitchen, dining and day room are all located on the second level. A second-floor balcony allows firefighters to have a space to relax in an outdoor environment.

JetBlue Support Center Lodge Facility – \$25 Million*

This project includes the new development of a 200-room lodge and training facility. The facility includes a reception area, great room, bar, one hundred seat dining area, two large meeting rooms, full service kitchen and support spaces for a total building size of approximately 115,000 SF.

**Denotes previous employer experience.*



Greg Weidenbeck

Project Superintendent

As your Project Superintendent, it is my job to lead the field construction efforts with site work and exterior building components. I'll work closely with the project managers, and subcontractors in implementing and adjusting the project schedule, as well as supervising the workmanship and materials being used on the project. I am responsible for executing H. J. High's safety policy in order to keep all workers safe on the project. I also coordinate modifications and changes needed in the field and inspect the work for quality control and compliance with the contract documents.

Project Experience

City of Orlando Police Department Headquarters

\$25.2 Million - 2016

The \$25 million City of Orlando Police Headquarters building. This three story, 100,307 SF, tilt-wall facility is the flagship of the Orlando Police Department. LEED® Silver certified, it uses day-lighting, energy efficient mechanical systems and environmentally friendly finishes. The facility houses public spaces, recruiting offices, Homicide/Robbery/Assault & Battery Units, as well as the Chief of Police Division, Professional Standards, Technology Management and Legal Divisions.

Lucerne Medical Parking Garage

\$8 Million - 2018

This \$8 Million project consisted of constructing a new parking deck and other miscellaneous improvements to replace the existing parking deck with 305 parking spaces. Now holding a total of 366 spaces with added access control, including barrier gates with arms, blue tooth card readers, intercoms, cameras and ticket printer.

Mears Transportation Fleet Maintenance Facilities

\$15 Million - 2017

Located in the heart of Orlando, the \$15 million dollar project was completed in multiple phases all while maintaining the full operation and functionality of Mears maintenance facilities.

Years of Experience

Industry: 2015

H. J. High: 2016

Education

Bachelor of Science in
Criminology - University of
Florida

Associates Degrees
with focus on Building
Construction- Valencia
College

Licenses + Certifications

OSHA 30 Hour
Construction Safety



Cindy Spiropoulos

Safety Director

As your Safety Director it is my responsibility to ensure that all employees and job sites are safe, all the time. I bring over 25 years in the construction industry. I make it a priority to research and implement programs, policies and procedures that are compliant with federal and state regulations and related policies such as OSHA, EPA, Florida Administrative Code, and ADA. I also prepare inspection response for management; notify department managers of areas of noncompliance and provides technical advice and assistance for corrective action.

Project Experience

Responsible for risk identification and investigation.

- Conducts on site life/safety inspections to identify hazards and determine compliance or possible violations of life safety codes and regulations such as Uniform Building, Fire, Electrical, Mechanical, or Plumbing Codes and local ordinances.
- Investigates accidents, worker's compensation claims, and safety and health complaints. Determines causes and assures corrective action is taken for hazards and unsafe environmental conditions.
- Applies hazard reduction techniques.
- Prepares reports of violations and infractions including code citations.
- Develops safety inspection procedures and schedules.
- Monitors progress and effectiveness of corrective safety measures.
- Conducts and evaluates fire evacuations of facilities.
- Assesses potential losses.
- Collects and evaluates safety, loss and accident data, recommend solutions or prevention strategies, and prepare management reports.
- Responsible for safety training, and working with facility training coordinator.
- Develops, recommends, implements, monitors, and interprets safety policies and procedures to ensure compliance with federal, state, and related policies such as OSHA, EPA, Florida Administrative Code, and ADA.
- Designs and implements plans for reduction of losses due to unsafe working conditions.
- Coordinates and presents workshops on safety and health issues such as fire prevention, first aid, life/safety systems, occupational safety, and other safety awareness issues.

Years of Experience

Industry: 1991

H. J. High: 2017

Education

Bachelor of Science
Centenary College

Associate of Science
Southern Sem. Junior
College

Associates of Science
Construction Management,

Civil Engineering

Norwalk Community
Technical College

Licenses + Certifications

LEED GA.

CPR / First Aid / AED
Certified

OSHA 30 & OSHA 500
Construction

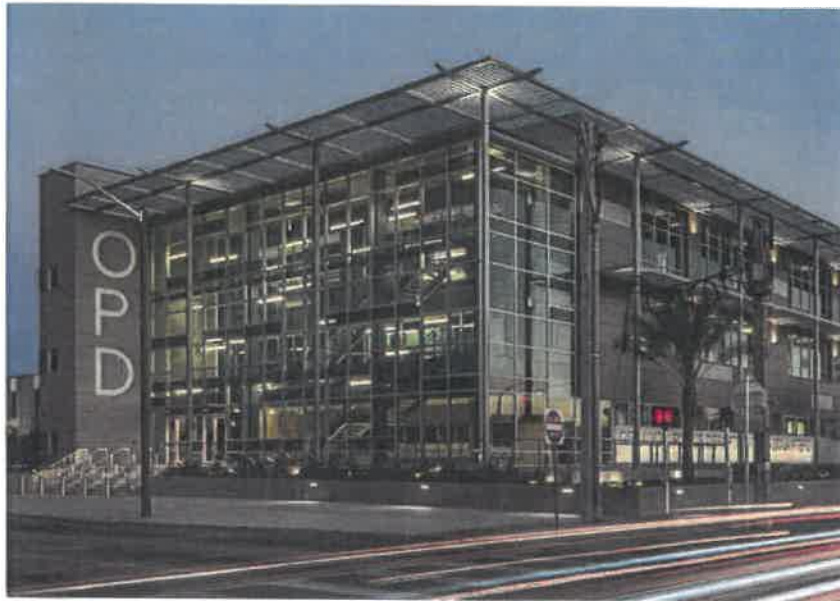
OSHA 10 and 30 hour
General Industry

40 hour HAZWOPER

Storm Water Inspector

City of Orlando Police Department Headquarters

Orlando, FL



Size
100,307 SF, three-stories

Cost
\$25.2 Million

Completion Date
January 2016

Delivery Type
Design/Build

Owner's Representative
Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave
Orlando, FL 32801
(407) 246-3751

Architect
Architects Design Group
(407) 647-1706



PROJECT PARTNER

H. J. High served as the Design-BUILDER for the Orlando Police Department Headquarters Facility with Architects Design Group. The three-story tilt wall building includes secured staff parking and is designed with features such as day-lighting, energy efficient mechanical systems, and environmentally friendly finishes.

- The ground floor houses all of the public spaces including a lobby, recruiting offices, community meeting and multi-purpose room, gymnasium, locker rooms, Quartermaster, and Patrol Divisions.
- Interview Suite, the Report Review Information Unit, and Criminal Intake.
- Homicide/Robbery/Assault & Battery Units
- Communications Center, Homeland Security OPS Center, Internal Affairs, Planning & Evaluation, Professional Standards, and Legal Divisions.
- LEED® Silver

“I would without hesitation recommend H. J. High to any person or organization seeking to hire a contractor who is diligent in serving the client and follows through on commitments, all while producing an excellent finished project.”
— Tom Connery, Division Manager, City of Orlando

City of Orlando Police Department Crime Scene Facility

Orlando, FL



Size
80,000 SF, single-story

Cost
\$10 Million

Completion Date
June 2016

Delivery Type
Design/Build

Owner's Representative
Mr. Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave
Orlando, FL 32801
Phone: (407) 246-3751

Architect
Architects Design Group
(407) 647-1706



PROJECT PARTNER

The City of Orlando Police Department Crime Scene Facility consist of an 80,000 SF facility which is now a state-of-the-art building. It was designed to accommodate the modern needs of the department's Crime Scene Unit.

- Secure Property and Evidence Unit Storage
- Crime Scene Unit's processing labs, training components, and miscellaneous storage spaces
- Vehicle processing labs
- 26% M/WBE Participation
- Energy efficient envelope construction, energy efficient lighting and HVAC, and environmentally responsible interior finish materials
- LEED® Silver



City of Orlando Code Enforcement and Permitting Office



Orlando, FL



Size

22,000 Sq Ft.

Cost

\$4,953,055

Completion Date

May 2018

Delivery Type

Design Build

Owner's Representative

Mr. Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave., 8th Floor
Orlando, FL 32801
(407) 246-3751

Architect

Architects Design Group
(407) 647-1706

H. J. High strives to provide the absolute best. When constructing the permitting office for the City of Orlando, we had the individuals who would be working there in mind. The building is suitable to accommodate up to 72 staff members and 10 supervisors. The facility has a reception/administration area along with break areas, storage, restrooms, and conference rooms in order to accommodate everyone's needs

- The Code Enforcement and Permitting (CEP) portion of the tilt wall facility is 7,000 SF.
- The conference area has an operable partition wall allowing it to open to the break area for a larger meeting space.
- The Archives Records Warehouse is 15,000 SF. It has office space for 1 staff member and a microfilm storage vault.
- The warehouse has storage for a 10 year projected growth allowance for 26,000 storage boxes as well as approximately 400 plans boxes.



PROJECT PARTNER



City of Orlando Police Department Metro West Substation

Orlando, FL



Size
3,598 Sq Ft.

Cost
\$43,235

Completion Date
April 2013

Delivery Type
Design Build

Owner's Representative
Mr Steve Weidenbeck
The City of Orlando
400 S. Orange Ave., 8th Floor
Orlando, FL 32801
(407) 246-3037

Architect
Architects Design Group
(407) 647-1706



H. J. High Construction served as the design-build contractor for the Orlando Police Department's new Southwest Community Police Office located on Raleigh Street in Orlando.

The project was an adaptive re-use of an existing 3,024 square foot bank facility with an addition of 574 square feet. Architects Design Group was the project's designer.

The facility, which was completed in 210 days and within a very tight budget, provides multiple services including:

- Finger printing
- Public reception area
- Interview rooms
- Administration spaces for sworn officers and staff
- Conference room for community and crime prevention



City of Orlando Police Department Equestrian Facility

Orlando, FL



Size
5,400 Sq Ft.

Cost
\$466,919

Completion Date
May 2016

Delivery Type
Design Build

Owner's Representative
Mr Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave., 8th Floor
Orlando, FL 32801
(407) 246-3751

Architect
Architects Design Group
(407) 647-1706



The new Equestrian Facility for the Orlando Police Department's Mounted Patrol Unit is situated on a 2.5 acre site across from the new Orlando Police Department Crime Scene Facility, also constructed by H. J. High. The Equestrian Facility contains a new, fully outfitted 5,400sf 8-stall stable. It houses the Orlando Police Department's six Percheron/Thoroughbred mix horses. Construction took six months, and it replaced the unit's old facility located adjacent to Camping World Stadium. The Mounted Patrol Unit was started in 1982. It is currently staffed by one full-time sergeant and one full-time officer and there are 32 cross-trained officers. The unit's emphasis is on crowd control and special events.

- Connected Wing Wash
- On-site exercise and training facilities.
- Administrative and support spaces



PROJECT PARTNER

City of Kissimmee Police Department Training Facility

Kissimmee, FL



Size
26,000 SF

Cost
Original Estimate: \$8,666,354

Estimated Completion Date
February 2019

Delivery Type
Construction Manager at Risk

Owner's Representative
Robert Masiku
City of Kissimmee Project Manager
(407) 518-2174

Architect
Architects Design Group
(407) 647-1706



The new single-story, 26,000 SF training facility is designed to be a state-of-the-art solution to the growing needs of the Kissimmee Police Department.

The infrastructure for a future City of Kissimmee Fire Department Training Facility will be added to the project as a part of Phase II.

The building also includes:

- Classroom and defensive tactics lab
- Offices, storage, access road, landscaping and a 162,000 SF retention pond.
- Firing range

City of Boynton Beach Police Department Headquarters

Boynton Beach, FL



Project Owner
Colin Groff
City of Boynton Beach
Assistant City Manager, Public Services
(561) 742-6010
GroffC@bbfl.us

Value
\$19,203,175

Completion Date
January 2020 (estimated)

Project Role
Design-Builder

Key Professionals
Robert High, Project Executive
Orrie Feitsma, Lead Estimator
Robert High, Project Executive
JP Hurd, Project Manager
Ken Tucker, Project Superintendent
Ian Reeves, Principal in Charge/Architect



The new Boynton Beach Police Department Headquarters is designed to serve the growing community and meet the requirements of an expanding police force. With an estimated delivery date of January 2020, the new Police Department Headquarters promises to be:

- 63,000 GSF
- Two Stories
- Houses the Chief and Administrative Offices Suite, Administrative Services Bureau
- 3,000 SF Community Room.
- Vehicle Storage Building for Tactical
- Booking and Detention Facility
- Physical and Tactical Training Rooms
- Evidence Storage and Crime Labs
- Offices and Locker Rooms



Completed and Ongoing Projects With Architects Design Group



*City of Boynton Beach
Police Department Headquarters*



*Kissimmee Police Department
Firearms Training Facility*



City of Orlando Fire Station 6



City of Orlando Fire Station 9



City of Orlando Fire Station 11



City of Boynton Beach Fire Station 1



*City of Orlando Police Department
Metrowest Substation*



*City of Orlando Police Department
Equestrian Facility*



*City of Orlando Code Enforcement
and Permitting Facility*



*City of Orlando Police Department
Crime Scene Facility*



City of Orlando Police Department Headquarters



*UCF Solar Energy Center
and Auditorium*



H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

Partnered With Architects Design Group



**Architects
Design
Group**



April 8, 2019

To whom it may concern,

I was a member of the Orlando Police Department new building committee from start to finish and during the entire planning and completion of the Police Headquarters project. H. J. High Construction was our contractor for this project and I highly recommend them for Design-Build and Construction Management services.

Throughout the entire process, the H. J. High team worked diligently to answer every question and phone call promptly and made changes during the project as well as accommodate all of our special needs according to city guidelines and the unique security features of a police agency. As you can imagine, a public safety project has a lot of considerations. H. J. High worked hand-in-hand with the Orlando Police Department to ensure that the facility was safe and accommodated all of the needs of the officers and civilians occupying it. They took special care to coordinate with the OPD team and address any concerns we had.

In addition, I worked with H. J. High on the refurbishment of the Orlando Police Department Crime Scene Facility. As with the OPD Headquarters project, they approached this project with the highest level of professionalism and expertise.

I cannot imagine a team more qualified to have built our new Headquarters. They not only met all requirements, but they consistently exceeded our expectations. It is with the highest regard and confidence that I recommend H. J. High. Their dedication, attention to detail and commitment to their clients is unparalleled. H. J. High is truly an advocate for their clients and will, without a doubt, serve your needs and provide the best facilities for your organization.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Beasley".

Kathleen M. Beasley
Training Coordinator
Orlando Police Department
321-235-5457



**CITY OF
ORLANDO**
FIRE DEPARTMENT

Ian C Davis, Deputy Chief
78 W. Central Blvd.
Orlando, FL 32801
321-239-6947
Ian.Davis@cityoforlando.gov

April 2, 2019

To Whom It May Concern,

I am writing to recommend the services of ADG and H.J. High. It has been a pleasure to work with their entire team. Throughout our design phase, the team of ADG and H.J. High has continued to surpass our expectations. It is evident that both companies have a great deal of depth and ability. My team continues to be impressed with their professionalism, responsiveness, innovation, and attention to detail.

As a department, we chose to redesign our stations' floor plan based upon ADG and H.J. High's recommendations. They were able to point out opportunities to improve the stations' overall design such as individual dorms, gender-neutral restrooms, wellness spaces, and effective use of workspaces

I feel confident in recommending ADG and H.J. High services. If you have any questions please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "I. C. Davis".

Ian C Davis, Deputy Chief

Fire Deputy Chief Ian C. Davis
Orlando Fire Department • Station 1 • 3rd Floor
78 West Central Boulevard • Orlando, Florida 32802
Phone: 407.246.3888 • Fax: 407.246.2758 • Email: ian.davis@cityoforlando.net



August 25, 2017

DESIGN-BUILD INSTITUTE OF AMERICA – FLORIDA REGION
Attn: Karen Wallace, Executive Director
PO Box 781172
Orlando, Florida 32828-1172

Dear Ms. Wallace:

It is my pleasure to write this letter of recommendation on behalf of H. J. High Construction. I have worked with H. J. High on multiple City of Orlando projects over the years and have had many opportunities to witness their commitment to client satisfaction, job site safety and the pursuit of a high-quality finished product.

Most notably, H. J. High recently completed the new Orlando Police Headquarters – a 100,000 SF design-build facility that houses the majority of Orlando Police Department's (OPD) staff. The program for this headquarters was a part of an overall scope which included a stand-alone Crime Scene Facility as well as Equestrian Center, built simultaneously with the Police Headquarters.

From the early stages of the project the City and HJ High acted as partners and teammates striving to achieve the highest quality project possible that would serve the City of Orlando for years to come. Throughout these projects, H. J. High was charged with developing the overall construction strategy of the master plan, producing multiple milestone cost estimates during the various design phases and producing a product to meet the multiple stakeholders' standards. They not only succeeded in all tasks, but exceeded the goals set forth by our organization.

In addition to their skills as contractors, H. J. High excels in projects utilizing the design-build method. With four DBIA certified executives, their team is actively engaged with the entire design-build staff throughout the entirety of the project, resulting in a continuous stream of communication with all parties involved to produce a mutually beneficial project.

In my role as Division Manager of the Project Management Division for the City of Orlando, I would without hesitation recommend H. J. High to any person or organization seeking to hire a contractor who is diligent in serving the client and follows through on commitments, all while producing an excellent finished project.

Sincerely,

Thomas R. Connery, PE, DBIA
Division Manager, Project Management Division
City of Orlando Public Works

PROJECT MANAGEMENT DIVISION • PUBLIC WORKS
Orlando City Hall • 400 South Orange Avenue • Eighth Floor
PO Box 4990 • Orlando, FL 32802-4990
P 407.246.3751 • F 407.246.2892 • www.cityoforlando.net

The City of Boynton Beach



3301 Quantum Boulevard
PO Box 310
Boynton Beach, Florida 33426
(P): 561-742-6010 | (F): 561-742-6011
www.boynton-beach.org

April, 10 2019

To Whom It May Concern,

I am writing in reference to H. J. High Construction and the services they have provided as one of our design build partners for the City of Boynton Beach. They are currently working on two construction projects for the City; our Boynton Beach Police Department Headquarters and our Boynton Beach Fire Department Station #1.

Throughout the entire pre-construction phase and into the actual construction phases, H. J. High has shown a level of flexibility, professionalism and leadership that has made the process successful. Their knowledge and skill have been an enormous asset to our city.

Because there are several departments and entities that are stakeholders in these projects, it has been important for our construction team communicate to work with multiple groups and personnel. HJ High hands on approach with our various departments and users groups has allowed us to meet project goals. They have been flexible and creative with meeting the various challenges of a complex project. In addition, we appreciate HJ High achievements towards the City's "Building Wealth" initiative, a program to encourage construction dollars to be spent with local companies and local labor.

They have consistently shown us that they are working in the best interest of the City and for our citizens. I highly recommend H. J. High Construction to any municipality or company that is considering using them.

Sincerely,

Colin Groff

Colin Groff
Assistant City Manager, Public Services
City of Boynton Beach

AMERICA'S GATEWAY TO THE GULFSTREAM

Service Approach

Overall Scope

H. J. High thoroughly understands the scope of your Town Facilities project and will put forth our very best effort to build your Police Station, Community Room, Adjacent Connecting Entry and Public Works Facility to meet the highest quality specifications and safety standards.

We'll build your police station as a reinforced facility with advanced technologies and redundancies necessary for this type of building, while maintaining the aesthetic the town has come to expect. It'll represent your culture while remaining operable in the harshest conditions.

We'll create a community center that will welcome residents and stand as a focal point for your community for generations to come.

We'll apply our knowledge and expertise in maintenance facilities to provide a public works that will serve your town efficiently and without fail.

In addition, we will coordinate the transition of your staff from your current facility to temporary accommodations and then into your final facility. This process is critical to maintaining the functionality of your departments.

We'll be facilitating the entire process to ensure minimal downtime and a smooth transition. We'll pool from our experience and provide you with the best practices to make sure the "little things" aren't overlooked.

As experts in the Construction Manager at Risk delivery method (we were the first Construction Managers in Central Florida) and in public safety projects, H. J. High will bring a unique level of knowledge and proficiency to deliver the needs of your community, all while maintaining the essence of the Town of Windermere.

We will provide a variety of services that will ensure construction of your facilities within your established timeline and within your budget. These services will include Pre-construction services to establish budget estimates, analysis of the design documents for constructibility as well as establishing a Guaranteed Maximum Price (GMP), coordinating with subcontractors and maintaining quality control. In addition, we will work closely with the Architects Design Group, the Town's Purchasing Division and the facility's end users to guarantee your facilities will exceed all expectations.

Safety

Safety is our first and foremost concern; H. J. High requires safety programs from each contractor. These programs are reviewed in pre-construction meetings before any work begins on a project. H. J. High Safety Director Cindy Spiropoulos visits the job site on a regular basis to ensure that the job site safety is acceptable. We also invite our insurance representative to visit each job site once per quarter to get their ideas or concerns. We feel the more people on the job reviewing safety, the better the chance of eliminating work-related injuries.

Budget

We understand that budget is always a concern for clients, but especially for projects being built for municipalities.

The residents of Windermere have a vested interest in your Town Facilities since it is their tax dollars that will fund this project. H. J. High will work to make sure every dollar counts and that every opportunity to provide cost savings and engineering will be explored.

We understand that being able to build your facilities at or below budget will ultimately lead to tax savings to your residents. This is a win/win for everyone involved.

This is why it is H. J. High's priority is to meet all of your needs while still meeting a cost effective budget.

Community

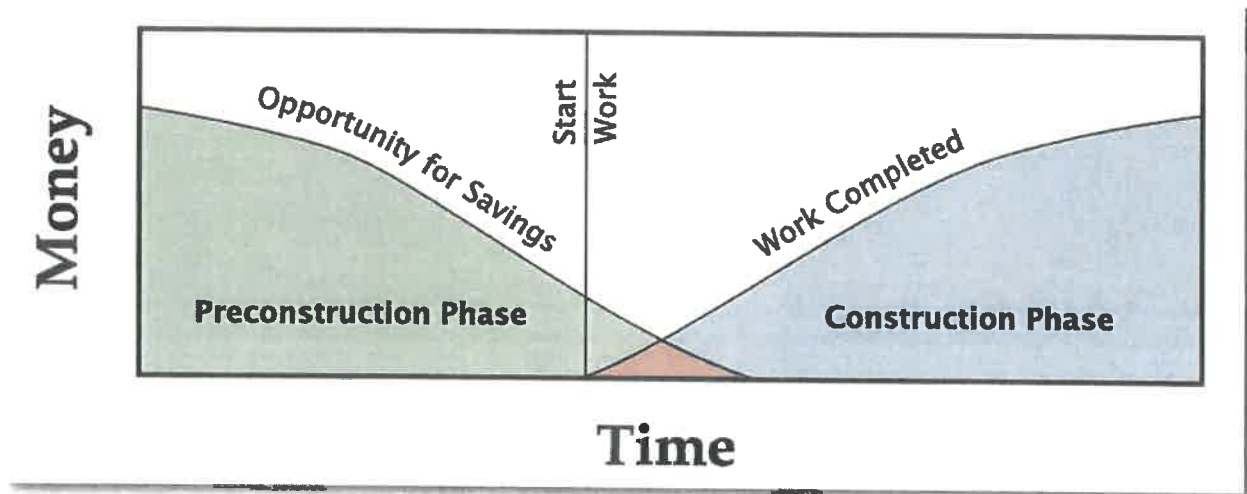
Beyond the budgetary concerns, we know that the residents of Windermere have taken a very proactive role in making your new facilities a reality. It is our commitment to honor the role they've taken and ensure your citizens stay informed and involved.

Whether it's knocking on doors to inform residents of upcoming construction events, or hosting town hall meetings to provide updates and answer questions, we are committed to being good stewards of your community.

We'll especially pay close attention to the preservation of landmarks and historical trees, both on-site, and adjacent to this project. We understand the value of preserving the natural beauty that has distinguished Windermere and will make every effort to maintain the aesthetics and uniqueness of your town.



Service Approach



As your Construction Manager, the H. J. High Team will employ a proven method of cost controls to ensure costs are managed during all project phases, from the earliest pre-construction phases to construction completion.

Cost Control

Our cost analysis begins with defining and analyzing the project budget. Many assumptions are made during this "first blush" estimate, and these assumptions will be discussed and reviewed with the team. The cost analysis will focus on all site development and building costs in categories comparable to the client's funding sources or budget categories. We keep the numbers on the table, in view, so no design "creep" occurs.

The best opportunity to capture cost savings on any project is during design. As time progresses and designs take shape, the opportunity to affect large-scale savings diminishes. Once construction begins, that opportunity nearly vanishes entirely. Therefore, our team expends great efforts to solicit, pursue, review, analyze and submit as many cost and time saving options as possible early in the design process.

Our team will perform a comprehensive review of the design, building systems and construction methods to ensure maximum value. These detailed progress

estimates will be produced to inform the team what the project's anticipated costs are and what value engineering options can be considered to reduce the overall cost without sacrificing the quality of the finished product. Our estimates are produced through a combination of using our past experience with similar projects, our database of costs adjusted to your geographic area, the input of our subcontractors, and the input of suppliers and manufacturer's representatives. This method helps assure the costs received at the time of subcontractor bids will be at or below the Owner's budget.



Cost Control

Even after the Guaranteed Maximum Price (GMP) is established, the H. J. High team will continue to work to control project costs in order to administer our clients' funds in their best interest. This is completed on several fronts:

Project Buy-Out

This project will be bought out by Robert High, President of H. J. High and Project Executive for the Town of Windermere. Whenever possible, the subcontract is negotiated directly with the owner or president of the subcontracting firm, thereby buying the best deal for our clients. Subcontract scopes are reviewed by the team's Project Managers and Project Superintendent to confirm there is no scope overlap, no scope gap, and the work is awarded to the most appropriate trade if there is an option to award a portion of the work among differing trades.

Tax Exempt Material Purchases

Because of our extensive experience with municipal projects, we have refined and streamlined the administration of our tax exempt materials purchase program. We aggressively pursue capturing the sales tax savings from our subcontractors – their participation in the program is required by the terms of our subcontract. Should a subcontractor fail to participate, we will deduct the estimated tax savings from their contract.

Change Order Request Evaluations

Change orders are likely on any project. When a change order request is received from a subcontractor, our team will research the conditions giving rise to the claim, will verify the quantities of labor and materials involved in the change, and will verify the price of materials involved.

Contingency Administration

H. J. High will maintain a running account of all adjustments to the contingency, grouped together by their status. This log is updated weekly and posted to the secure project website. This log provides the team with an accurate current "snapshot" of the contingency status.

Cost Saving Solutions

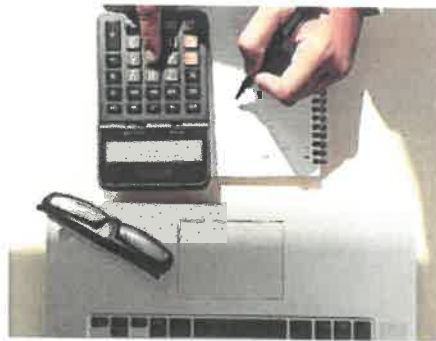
For the H. J. High team, cost saving solutions starts during the Pre-Construction Phase and continues through the Construction Phase. cost saving solutions allows the Owner the ability to meet budget and incorporate program enhancements that may necessarily not have been afforded.

Our Pre-Construction Services begin with a partnering session to review the project requirements, educational requirements, on and off site development, preliminary budget and make suggestions and recommendations for revisions which may provide a cost efficient overall project design.

Upon receipt of the Architect's first set of development drawings we review the existing conditions and provide an analysis outlining the impact of the preliminary design on management of the project, costs associated with tie-ins and renovations of existing roads, utilities, and buildings. At this stage, the project master plan may be

identified which may adversely affect the project cost. Alternate solutions can be developed and reviewed.

Due to the advanced nature of the construction documents, our cost control will begin at the final estimate which will then be the basis for the GMP. This estimate is structured based on specification divisions and grouped sections which are normally constructed by a specific trade. The costs are received through a formal bidding process where each subcontractor or supplier bids on a defined scope of work to include the base building, bid alternates and predetermined proposed value engineering bid alternates. The GMP estimate is presented in a formal review meeting, together with a clarified and qualified scope of work based on the construction documents. At this time the base bid, bid alternates and value engineering bid alternates are reviewed against the budget for acceptance.



Service Approach



Design/Permitting

Procurement/ Pre-construction

Construction



We have reviewed the proposed project schedule you provided and feel that there is opportunity to condense the time frame while still providing the same top-quality facility. We'll work closely with ADG and the Town of Windermere to establish the most efficient schedule possible. Ultimately, this can lead to a considerable cost savings on general conditions that can be reinvested into the facility.

Please see our proposed schedule on the following pages.

Schedule

Project scheduling is accomplished using Primavera's Suretrak Project Manager software. A master schedule is prepared during the Pre-construction phase to monitor the overall progress of design and Pre-construction activities and milestones. The schedule incorporates decisions made through interactive input from all team members, and expands as subcontractor input is added.

As we move toward the start of construction, our subcontractor bid documents will also indicate the scheduling requirements for bidders. Subcontractors bidding the work will be bidding time as well as money. Following the selection of low bidders for each category of work, work plans and detailed schedule information will be submitted for inclusion in the project schedule.

The project schedule will identify the early start dates for each trade's activities. Delivery lead times and approval durations for all shop drawings will be determined by the date materials are needed on the project and included on the schedule. Our practice is to secure all shop drawings

and submittals as soon as contracts are awarded, but the schedule will serve to indicate when submittal cycles will begin to negatively impact the schedule.

Once work begins, the One Month Look Ahead schedule is reviewed and updated at each week's regularly scheduled

construction meetings. This schedule is the basis for subcontractors to coordinate their work forces - this is where the detailed planning and problem solving occurs. At the end of the month, an updated schedule is sent to each subcontractor. This keeps them apprised of modifications made to the schedule which will affect their work start, sequencing, and completion.

Through the scheduling control practices we have implemented, our team has achieved a track record of early schedule project delivery.

The project schedule is as important to a project as the plans and specifications. It assembles an otherwise unordered list of events into an orderly, sequential list of activities which can be monitored and adjusted as events mandate. Without proper scheduling and schedule maintenance, success on a project is not possible. Through the scheduling control practices we have implemented, H. J. High has achieved a consistent track record of early project delivery.

Windermere Town Facilities
Preliminary Design Schedule

ID	Description	DUR	Start	Finish	2019	2020	2021
Milestones					J	A	S
1390	Design Kick Off	0	14AUG19				
1610	All Permits Issued	0		19MAR20			
1290	Construction Start	0	10APR20				
2290	Project Final Completion	0		22FEB21			
PreConstruction							
Consultant Selection							
1420	Select Construction Manager	1w	14AUG19 *	20AUG19			
Schematic Design							
1310	Design Kick Off	0	14AUG19				
1490	Schematic Design	6w	21AUG19 *	01OCT19			
1210	Schematic Estimate	2w	02OCT19	15OCT19			
1280	Owner Review & Approval	1w	16OCT19	22OCT19			
Design Development							
1410	Design Development Drawings	6w	02OCT19	12NOV19			
1430	Design Development Estimate	2w	13NOV19	26NOV19			
1440	Owner Review & Approval	1w	27NOV19	03DEC19			
Construction Documents							
1450	Construction Documents	8w	13NOV19	09JAN20			
1460	Bidding & Guaranteed Maximum Price	4w	10JAN20	06FEB20			

Number/Version

Page number 1A

Page count 2A

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H. J. HIGH CONSTRUCTION

BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

Early bar

Critical bar

Start milestone point

Finish milestone point

**Windermere Town Facilities
Preliminary Design Schedule**

ID	Description	DUR	Start	Finish												
					2019			2020			2021					
					J	A	S	O	N	D	I	F	M	A	M	I
1470	Owner Review & Approval	1w	07FEB20	13FEB20												
1480	Construction Contract	1w	14FEB20	20FEB20												
Civil Design																
1220	Boundary & Topo Survey	2w	28JUN19	12JUL19												
1320	Civil Design	14w	21AUG19	26NOV19												
1340	Water & Wastewater Review	6w	16OCT19	26NOV19												
1400	Water Management District Permitting	6w	16OCT19	26NOV19												
1330	FDEP Review	3w	06NOV19	26NOV19												
Permitting																
1180	Permit Review/Issuance	10w	10JAN20	19MAR20												
Construction																
1370	Site Clearing & Demo	3w	20MAR20	09APR20												
1360	Construction	43w	10APR20 *	08FEB21												
1800	Substantial Completion	0		08FEB21												
Project Closeout																
1580	Punch List	2w	09FEB21	22FEB21												
1600	Owner Move In	2w	09FEB21	22FEB21												
1590	Final Project Completion	0		22FEB21												



**H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.**

Number/Version	
Page number	2A
Page count	2A
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RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

RESPONSE TO:

RFQ 2019-03 Construction Manager at Risk Town of Windermere Town
Facilities.

ROBERT SMITH, TOWN MANAGER
614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: Robert High

I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

1015 W Amelia Street

TELEPHONE (407) 422-8171

Orlando, FL 32805

FAX: (407) 841-4820

DATE June 21, 2019

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

[Signature]
Signature of Respondent

Krystal Ann Neville
Witness

STATE OF FLORIDA

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 21 day of June, 2019, by (name of person making statement). Robert High

Krystal Ann Neville
Notary Public



Personally Known X OR Produced Identification
Type of Identification Produced _____

My Commission Expires 2/1/2020

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

HOLD HARMLESS AGREEMENT

I Robert High (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

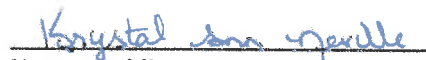
In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

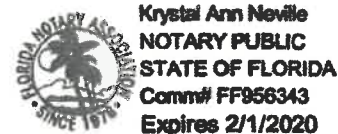

Signature of Respondent


Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 21 day of June, 20 19, by (name of person making statement). Robert High


Notary Public



Personally Known X OR Produced Identification _____
Type of Identification Produced _____


My Commission Expires 2/1/2020

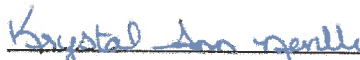
RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

NON-COLLUSION AFFIDAVIT

I Robert High (Respondent) of the firm of H. J. High Construction (Respondent Firm Name) responded to the notice for calling for qualification for Auditing Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.


Signature of Respondent


Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 21 day of June, 2019, by (name of person making statement). Robert High


Notary Public



Personally Known X OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 2/1/2020

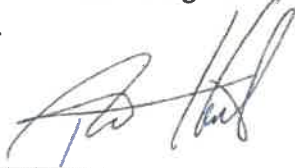
RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature of Respondent



Witness

Client#: 1408066

131HJHIG

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services PO Box 4927 Orlando, FL 32802-4927 407 691-9600		CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS:															
INSURED H J High Construction Company 1015 W Amella St. Orlando, FL 32805		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B : Bridgefield Employers Insurance</td> <td>10701</td> </tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D : Amerisure Partners Insurance Company</td> <td>11050</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Bridgefield Employers Insurance	10701	INSURER C : Indian Harbor Insurance Company	36940	INSURER D : Amerisure Partners Insurance Company	11050	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER: 18-19 Master****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	CPP20572681001	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	CA20572701005	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: <input checked="" type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> CLAIMS-MADE	X	CU20572691001	10/01/2018	10/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	83035642	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional/Poll		PEC002738810	10/01/2018	10/01/2019	2,000,000 Each Claim 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ #2019-03; Construction Manager at Risk (CMAR); Town of Windermere Town Facilities.

Additional Insured Status is granted with respect to General Liability including completed operations if required by written contract per endorsement "Contractor's Blanket Additional Insured Endorsement," Form #CG7048 1015.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Town of Windermere 614 Main Street Windermere, FL 34786	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cally O'Connor</i>
--	---

ACORD 25 (2016/03) 1 of 2
 #S23790867/M23340621

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PSBE

HJ Highway.

DESCRIPTIONS (Continued from Page 1)

General Liability Policy is primary and will be non-contributory if policy of Additional Insured applies on an excess basis per "Contractor's Blanket Additional Insured Endorsement," Form #CG7048 1015.

Blanket Waiver of Subrogation applies to General Liability if required by written contract per "Contractor's General Liability Extension Endorsement" Form #CG7049 0417.

Additional Insured status is granted with respect to Automobile Liability if required by written contract per "Florida Advantage Commercial Automobile Broad Form Endorsement," Form # CA7171 0508.

Blanket Waiver of Subrogation applies to Automobile Liability if required by written contract per "Florida Advantage Commercial Automobile Broad Form Endorsement," Form # CA7171 0508.

Blanket Waiver of Subrogation is granted with respect to Workers Compensation if required by written contract per endorsement Waiver of Our Right to Recover from Others Endorsement, form WC0000313 04/84.

Umbrella is Follow Form providing excess liability over General Liability, Automobile Liability, and Employer's Liability limits shown.

Nth: Can most imp. form p. con

Exp. with ADG 5 current projects w/ADG.

• Max. Funds.

• Develop website for Town.

• Preconstruction/Construction Estimators are in Paxon w/ADG.

• May look @ solar provisions in Bldg for Future Upgrades.

• QOS How does Facility Standalone during Emergency.

Schematic.

100' L. DD

100' CD: → Camp

Help with Setup/Relocation/FFE

Robert German.

DOP - nothing below 20k

HJ Highway.



EXHIBIT D TO AIA A102

Guaranteed Maximum Price Amendment NO. 1

for the following PROJECT:

(Name and address or location)

Town of Windermere Town Facilities
1.55 acre site at 520/614 Main Street
Windermere, FL 34786

THE OWNER:

(Name, legal status and address)

Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida 614 Main Street
Windermere, FL 34786

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

H.J High Construction Company
1015 West Amelia Street
Orlando, FL 32805
407-422-8171
Contractor's License No. CGC1511171

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price ("GMP") for the Work described in this GMP Amendment No. 1. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed for the Work described in this GMP Amendment No. 1. The Contract Sum consists of the total of the Construction Manager's Fee and the Cost of the Work, as that term is defined in Article 5 of the Agreement.

§ A.1.1.1 The Contract Sum for GMP Amendment No. 1 is guaranteed by the Construction Manager not to exceed Four Million Seven Hundred Sixty Eight Six Hundred Sixty Two and 00/100 Dollars (\$4,768,662.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price for GMP Amendment No. 1 organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, general conditions itemization with not-to-exceed total, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Construction Manager's Fee is: \$243,254.00 (which is included in the GMP below)
Cost of the Work is: \$4,525,408.00.
Guaranteed Maximum Price is: \$4,768,662.00.

And as detailed in attached Exhibit "A".

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.3 The Guaranteed Maximum Price for GMP Amendment No. 1 is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Attached as Exhibit "B". Accepted Alternates that are included in the Guaranteed Maximum Price are marked "Y". Rejected Alternates are marked "N".

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Attached as Exhibit "C".	

§ A.1.1.5, Comments, and clarifications, if any, on which the Guaranteed Maximum Price is based:

Attached as Exhibit "D".

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attached as Exhibit "E", if any. None.			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
Attached as Exhibit "F".
(Table Deleted)

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
Attached as Exhibit "G".

(Table Deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

General conditions itemization, attached as Exhibit "H", with a not-to-exceed total of **\$401,780.00**. Any General Conditions costs in excess of this total shall be borne by and paid solely by Construction Manager.

Completion Schedule, attached as Exhibit "I".

ARTICLE A.2

§ A.2.1 The date of Substantial Completion established for the Work of this GMP Amendment No. 1 is:

12 months after the Date of Commencement. Construction Manager shall achieve Final Completion of the Work of this GMP Amendment No. 1 within 30 days after Substantial Completion.

OWNER(Signature)

CONSTRUCTION MANAGER(Signature)
Robert High, President

(Printed name and title)

(Printed name and title)

Init.



Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 6, 2021

Police, Administration, & Public Works Estimate Summary			
Direct Costs:		Building Area:	12,851 sf
Building Construction	Unit Cost		
Site Services	\$40,300	3.14	/SF
Demolition	\$56,163	4.37	/SF
Concrete	\$215,464	16.77	/SF
Masonry	\$112,437	8.75	/SF
Metals			
Structural Steel & Railings	\$126,250	9.82	/SF
Light Gauge Metal Trusses	\$123,343	9.60	/SF
Millwork	\$75,000	5.84	/SF
Thermal and Moisture Protection			
Metal Roof	\$171,857	13.37	/SF
Membrane Roof	w/ Metal Roof		
Waterproofing & Caulking	\$34,450	2.68	/SF
Foam Insulation	\$6,290	0.49	/SF
Doors and Windows			
Doors, Frames, & Hardware	\$152,344	11.85	/SF
Windows	\$207,616	16.16	/SF
Overhead Doors	\$0	0.00	/SF
Finishes			
Drywall	\$253,088	19.69	/SF
Cement Board Siding	\$72,908	5.67	/SF
Cement Board Panels - Walls	\$16,000	1.25	/SF
Cement Board Panels- Ceiling/Soffit	Included		
Flooring	\$92,519	7.20	/SF
Acoustic Ceilings	\$32,637	2.54	/SF
Acoustic Wall Panels	None Shown		
Painting	\$61,500	4.79	/SF
Stucco	\$5,000	0.39	/SF
Specialties			
Interior Specialties	\$11,166	0.87	/SF
Exterior Specialties	\$11,700	0.91	/SF
Lockers	\$8,900	0.69	/SF
Signs	\$15,901	1.24	/SF
Equipment	FF&E		
Furnishings	FF&E		



Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 6, 2021

Pre-Engineered Metal Building	\$0	0.00	/SF		
Fire Protection	\$40,884	3.18	/SF		
Plumbing	\$178,298	13.87	/SF		
Mechanical	\$316,127	24.60	/SF		
Electrical	\$696,139	54.17	/SF		
Low Voltage	\$188,224	14.65	/SF		
Sitework					
Earthwork/Paving/Utilities	\$316,754	24.65	/SF		
Septic System	\$22,370	1.74	/SF		
Fences & Gates	\$54,808	4.26	/SF		
Pavers	\$10,335	0.80	/SF		
Landscape	\$32,147	2.50	/SF		
Building Construction Subtotal:				\$	3,758,918 \$292.50 /SF
Subcontractor Bonds	Included				
General Conditions	\$440,596				
Potential Sales Tax Savings	(\$67,335)				
Project Direct Cost Subtotal:				\$	4,132,179 \$321.55 /SF
Indirect Costs:					
Builder's Risk Insurance	\$13,726				0.37%
General Liability Insurance	\$32,712				0.80%
CM Fee	\$243,254				5.50%
Permit and Impact Fees	By Owner				
Payment and Performance Bond	\$44,228				1.00%
Project Indirect Cost Subtotal:					\$333,919
Estimate Total:				\$	4,466,098 \$ 348 /SF
Contractor Contingency					\$100,000
Construction Estimate Total:				\$	4,566,098 \$ 355 /SF

**Windermere Town Facilities****Windermere, Florida****GMP Estimate****January 6, 2021****Construction Scope Adjustments**

Early Demo under separate contract	(\$68,517)	
Roller Shades per plans	\$14,531	
Code review comment - PIV Valves	\$2,000	
SFWMD Comment - Added Swale	\$2,000	
Accepted Alternates	(\$55,614)	
Construction Scope Adjustments Subtotal:		(\$105,600)

Owner Costs / Allowances

Admin/PD FF&E	\$183,200	
Public Works FF&E	\$63,850	
Reduced FF&E Allowance	(\$45,000)	
Permit & Impact Fees Allowance	\$50,000	
Owner Contingency	\$55,614	
Owner Costs & Allowances Subtotal:		\$307,664

H. J. High GMP Total:	\$	4,768,662	\$	371	/SF
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Windermere Town Facilities
Windermere, Florida
GMP Estimate
January 6, 2021

Alternates					
#	Add/ Deduct	Description	Amount	Accepted (Y/N)	Accept By Date
1	ADD	Alt. 1 - Site Monument Wall & Signage (Lights w/ item 6 below)	\$15,057	Y	
2	ADD	Alt. 2 - Ballistics Level 3 Storefront System Lieu of UL 752 Level 3 Polycarbonate Panel	\$5,157	Y	
3	ADD	Alt. 3 - Change Door 140 to a D1 Door Instead of a D2 Door	\$0	N	2/13/2021
4	ADD	Alt. 4 - Pre-Cast Concrete Benches	TBD	N	2/13/2021
5	ADD	Alt. 5 - Pre-Cast Concrete Site Wall	\$18,436	N	2/13/2021
6	ADD	Fixture Type SLC(s) at monument sign wall	\$3,540	Y	
7	ADD	Change Receptacle to Quad E-102	\$0	Y	
8	ADD	Fixture Type SLC(s) to the Police/Admin Bldg.	\$16,775	N	2/13/2021
9	ADD	DMX Control to Type SCL E-003	\$60,436	N	2/13/2021
10	ADD	HVLS Fan in Storage Building	\$9,601	N	2/13/2021
11	ADD	Fill hollow CMU cores to 8' above finished floor with foam insulation at public facing exterior walls. (East side of Police building).	\$1,290	Y	
12	Deduct	Metal Roofing early procurement	(\$20,734)	Y	
13	Deduct	Alternate roof underlayment	(\$680)	Y	
14	Deduct	Remove LEED FSC & NA-UF requirement for wood doors	(\$2,003)	Y	
15	Deduct	Change STC rating on doors from STC-55 to STC-48	(\$11,066)	Y	
16	Deduct	Delete door #115A	(\$8,000)	Y	
17	Deduct	Acoustic ceilings to have standard L mold in lieu of specified shadow mold	(\$990)	Y	
18	Deduct	Sanitary & storm piping above slab to be PVC in lieu of cast iron. PVC to be fire wrapped in plenums.	(\$2,750)	Y	
19	Deduct	Replace copper feeder conductors with aluminum where allowed by code.	(\$16,650)	Y	
20	Deduct	Value engineered plumbing fixture package in lieu of specified fixtures	(\$3,250)	Y	
21	Deduct	Value engineered light fixture package in lieu of specified fixtures	(\$12,510)	Y	
22	Deduct	Extend walls to deck in rooms 152, 134, & 205 for alternate fire sprinkler layout.	(\$2,025)	Y	

Accepted Alternates Total: \$ (55,614)



Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 5, 2021

Allowances		
General		
1	Furniture, Fixtures, & Equipment for Administration, Public Works, and Police.	\$202,050
2	Permit & Impact Fees.	\$50,000
3	PIV valves for fire sprinkler system per code review comments.	\$2,000
4	Storm water retention swales per SFWMD review comments	\$2,500
5	Potential sales tax savings for Owner Direct Purchases.	(\$67,335)
6	Grinder Pump Package System for sanitary sewer.	\$31,025
7	Personnel lockers	\$8,900
8	Install owner furnished reclaimed wood at Administration & Police Department Lobby.	\$3,500
Allowances Total:		\$232,640



Windermere Town Facilities
Windermere, Florida
GMP Estimate
January 6, 2021

Police, Administration, & Public Works Clarifications

General

- 1 Hazardous, unsuitable or contaminated material special handling or removal is by others.
- 2 Asbestos abatement or remediation is by others.
- 3 Materials & Threshold testing or special inspections are by owner.
- 4 Builder's Risk Insurance premium is included, yet excludes loss of use.
- 5 Proposal is based upon a construction schedule of 12 months.
- 6 All government permit and impact fees are assumed to be by the Owner.
- 7 Utility connection fees are by the Owner. Utility consumptions fees are by the Owner.
- 8 Performance and payment bond is included.
- 9 We exclude any unloading or handling of owner furnished equipment.
- 10 Proposal is based upon GMP Specifications "Exhibit F" and Drawings "Exhibit G" dated 12/03/2020.
- 11 This GMP includes a contractors contingency which is for H. J. High's use. It is intended to cover any additional costs for omissions in subcontractor and vendor scopes of work, and any costs for schedule corrections due to manufacturer delays and subcontractor/vendor performance. The Owner's contingency is included as a separate line item.
- 12 This GMP does not include any off-site parking or security.
- 13 This GMP includes a standard 12 month warranty term from substantial completion date.
- 14 We assume that normal working hours between 7am-5pm will be permitted, along with early morning concrete pours as needed. We have not included any special provisions for sound control.
- 15 This GMP is subject to an acceptable phasing and move-in schedule approved by the Windermere Building Official.
- 16 Within the fixed GMP, the SOV is subject to change as scopes are reviewed and final subcontractor selection and contracts are finalized.
- 17 The GMP excludes protection or relocation of endangered plants or animals.
- 18 The GMP excludes removal or disposal of unforeseen debris or unsuitable soils.
- 19 The GMP excludes moving expenses from existing facility.
- 20 The GMP includes an allowance of (\$67,335) in potential Sales Tax Savings through the Owner Direct Purchase Program.



Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 6, 2021

- 21 The GMP includes an allowance of \$202,050 to furnish and install new Furniture, Fixtures, & Equipment.
- 22 The GMP includes an allowance of \$50,000 for permit & impact fees.
- 23 The GMP includes an allowance \$2,000 to furnish and install PIV valves for fire sprinkler system per code review comments.
- 24 The GMP includes and allowance of \$2,500 to furnish and install storm water retention swales/ponds per SFWMD review comments.
- 25 The GMP Price is based upon Amendment 1 (Town of Windermere Public Works, Administration, & Police Buildings) and Amendment 2 (Public Works Storage Building) both being accepted and proceeding concurrently. The Amendments were separated for budget purposes and are not intended to be stand alone prices.
- 26 The GMP excludes Davis Bacon wage rates.
- 27 The GMP includes the accepted alternates list (Amendment 1 Exhibit B) dated 01/06/2021. These alternates will require final approval by the architect, engineers, and owner. If approval of any individual alternate is not receive, the cost of the rejected alternate(s) will be added to or deducted from the project cost by a change order.

Division 02

- 1 The GMP excludes cost associated with coordinating or infrastructure for secondary feed by the power company and gas by gas company. This includes work required off site and on site for gas run and electrical secondary feed.

Division 03

Division 04

Division 05

Windermere Town Facilities

Windermere, Florida

GMP Estimate

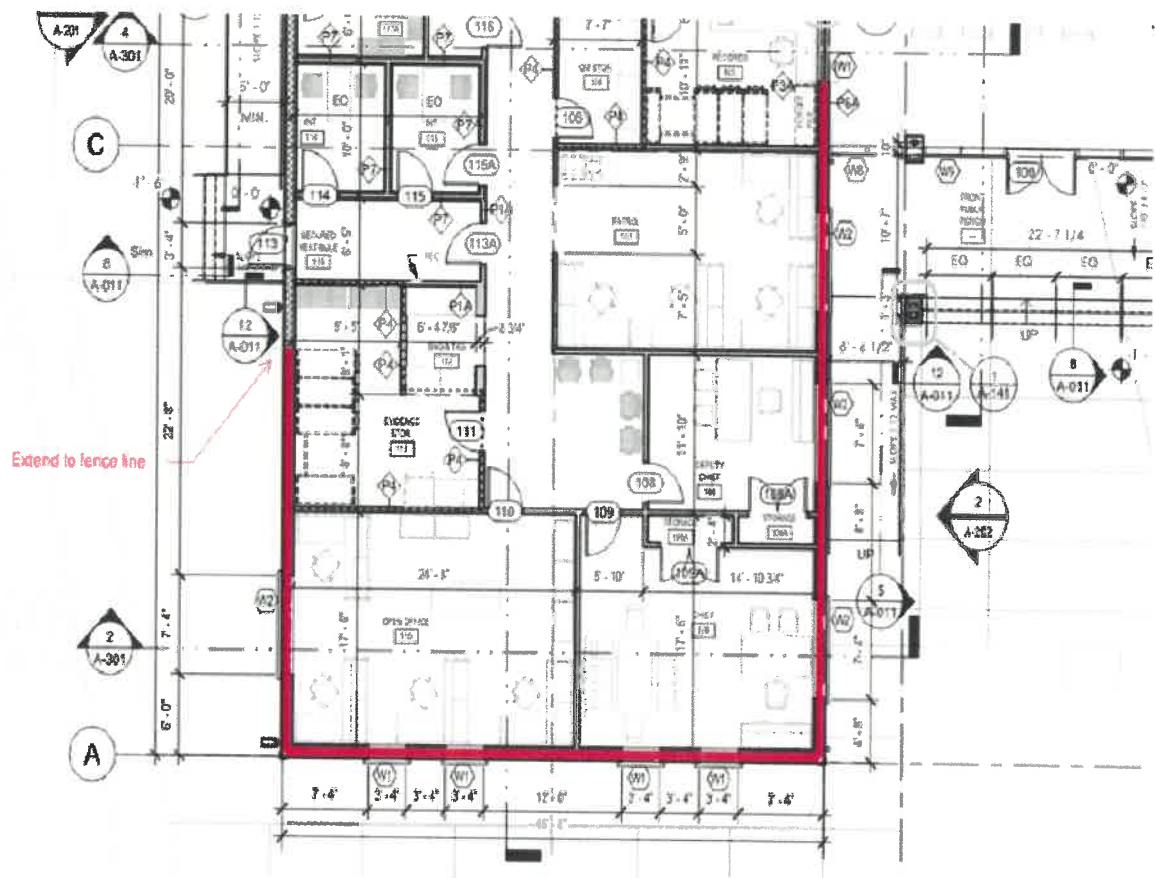
January 6, 2021

Division 06

- 1 The GMP includes an allowance of \$3,500 to install owner furnished reclaimed wood at the Administration and Police Department Lobby.

Division 07

- 1 Exterior cement board siding system is included as Hardie plank with Easy Trim system.
- 2 Architectural Cellular PVC panels are excluded as the dark paint finish will void the manufacturer's material warranty. The GMP includes Hardie panels with Easy Trim reveals in lieu of all Architectural Cellular PVC panels on walls, soffits, & ceilings shown on the plans.
- 3 The GMP includes alternate #11 to fill hollow CMU cores to 8' above finished floor with foam insulation at the public facing walls only per attached sketch.





Windermere Town Facilities
Windermere, Florida
GMP Estimate
January 6, 2021

- 4 The GMP includes Alternate #12 & # 13 for early procurement of the metal roofing system including an alternate roof underlayment at the metal roof to achieve a savings of (\$21,414).

Division 08

- 1 The GMP includes Alternate #14 to delete the requirements for Forest Stewardship Council (FSC) certified wood doors with no added Urea Formaldehyde adhesives as specified in Section 081416, Article 2.2 and 2.3B.
- 2 The GMP includes Alternate #16 to delete door #115A and to have a continuous wall per the partition designation on the plans.
- 3 The GMP includes Alternate #15 to furnish openings #114 & 115 with STC-48 plastic laminate wood doors, as manufactured by V.T. Industries in lieu of the specified STC-55 doors.

Division 09

- 1 The GMP includes Alternate #17 to use standard L shaped wall mold in lieu of specified shadow mold where shown on plans for acoustical ceilings.
- 2 The GMP includes Alternate #22 to extend the walls of rooms 152, 134, & 205 to the roof deck to allow for an alternate fire sprinkler layout.

Division 10

- 1 The GMP includes an allowance of \$8,900 for personnel lockers pending approval of alternate manufacturer.
- 2 The GMP excludes evidence storage and evidence pass through lockers and shelving. These are assumed to be included in the FF&E Allowance.
- 3 The GMP includes installation only of two salvaged flag poles provided by owner.

Division 12

- 1 The GMP excludes athletic/gymnasium equipment.

Division 13



Windermere Town Facilities
Windermere, Florida
GMP Estimate
January 6, 2021

Division 21

- 1 A fire pump for fire sprinkler system is excluded. Water supply is assumed to be adequate for the project. Should the water supply be deficient in quality or quantity (pressure or GPM), the owner will be responsible for any additional work necessitated by the deficient conditions.

Division 22

- 1 Gas piping is included as Poly with fusion / stablock fittings below grade and Schedule 40 A53 black steel with malleable fittings above slab.
- 2 Insulation for plumbing piping is included on hot water piping only.
- 3 The GMP includes Alternate #18 to provide sanitary and storm water piping above slab as PVC in lieu of cast iron. PVC piping in plenums to be fire wrapped.
- 4 The GMP includes Alternate #20 to provide a value engineered plumbing fixture package in lieu of specified plumbing fixtures.

Division 23

- 1 The GMP includes testing and balancing and standard commissioning. Enhanced or third party commissioning is excluded.

Division 26

- 1 The GMP includes Alternate #19 to provide aluminum feeder conductors in lieu of copper feeder conductors where allowed by code.
- 2 The GMP includes Alternate #21 to provide a value engineered light fixture package in lieu of specified light fixtures.

Division 27 & 28

- 1 The cabling for the A/V system is included. All other Audio / Video system equipment is assumed to be by Owner and is excluded.
- 2 Data / Phone system equipment (switches, routers, phones, etc.) is assumed to be by Owner and is excluded. Patch cords are included at both ends of all Cat 6, Cat 6A, & Fiber Optic cables.

Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 6, 2021

Division 31

- 1 The GMP includes an allowance of \$31,025 for the Grinder Pump Package System pending approval by the Civil Engineer.
- 2 The GMP excludes the cost of the NPDES/SWPP permit and reporting. Any required reporting is by owner.
- 3 The GMP includes furnishing and installing an 800 gallon per day septic system to include a 2000 gallon septic tank and 1000 square foot drain field trench chambered system. The GMP does not include cost for any additional Health Department permitting requirements.

Division 32

- 1 The GMP excludes brick paver material. We assume the existing brick pavers salvaged & stored on site are enough for all pavers shown to be installed on the plans.
- 2 The GMP includes 6' tall tan, privacy style PVC fence. Precast concrete fence alternate is excluded.
- 3 The GMP includes 6' tall gates as vinyl coated chain link, with PDS Privacy slats.
- 4 The GMP excludes watering of unirrigated sod. There is no warranty on unirrigated sod.
- 5 The GMP excludes soil amendments for planting beds. We native soils are suitable for planting trees, shrubs, and groundcover.



EXHIBIT F
WINDERMERE TOWN FACILITIES
GMP Specifications

Rev. 1-5-21

DOCUMENT	TITLE	DATE	Addenda 1	Addenda 2
011000	Summary of Work	10/16/2020		
012200	Unit Prices	10/16/2020		
012300	Alternates	10/16/2020	11/13/2020	
012500	Substitution Procedures	10/16/2020	11/13/2020	
013100	Project Management and Coordination	10/16/2020	11/13/2020	
013200	Construction Progress Documentation	10/16/2020	11/13/2020	
013300	Submittal Procedures	10/16/2020	11/13/2020	
014000	Quality Requirements	10/16/2020		
014200	References	10/16/2020		
015000	Temporary Facilities and Controls	10/16/2020		
016000	Product Requirements	10/16/2020	11/13/2020	
017300	Execution	10/16/2020	11/13/2020	
017700	Closeout Procedures	10/16/2020		
017823	Operation and Maintenance Data	10/16/2020		
017839	Project Record Documents	10/16/2020		
017900	Demonstration and Training	10/16/2020		
022200	Existing Conditions Assessment	10/16/2020	11/13/2020	
031100	Concrete Forming	10/16/2020		
032000	Concrete Reinforcing	10/16/2020		
033000	Cast-In-Place Concrete	10/16/2020		
033500	Concrete Finishing	10/16/2020	11/13/2020	
040513	Masonry Mortaring	10/16/2020		
040516	Masonry Grouting	10/16/2020		
040523	Masonry Accessories	10/16/2020	11/13/2020	
042200	Concrete Unit Masonry	10/16/2020	11/13/2020	
051200	Structural Steel Framing	10/16/2020		
053100	Steel Decking	10/16/2020		
054000	Cold-Formed Metal Framing	10/16/2020		
054400	Cold-Formed Metal Trusses	10/16/2020		
055000	Metal Fabrications (shown as 055500 in TOC)	10/16/2020		
061000	Rough Carpentry	10/16/2020		
064116	Plastic-Laminate-Faced Architectural Cabinets	10/16/2020	11/13/2020	
072100	Thermal Insulation	10/16/2020		
072129	Rigid Spray Insulation	10/16/2020		



EXHIBIT F
WINDERMERE TOWN FACILITIES
GMP Specifications

Rev. 1-5-21

DOCUMENT	TITLE	DATE	Addenda 1	Addenda 2
072726	Fluid-Applied Membrane Air Barriers	10/16/2020	11/13/2020	
074113.16	Standing Seam Metal Roof Panels	10/16/2020	11/13/2020	
074646	Fiber Cement Siding	10/16/2020		
075216	SBS Modified Bituminous Membrane Roofing	10/16/2020	11/13/2020	
076200	Sheet Metal Flashing and Trim	10/16/2020	11/13/2020	
077100	Roof Specialties	10/16/2020		
078413	Penetration Firestopping	10/16/2020		
079200	Joint Sealants	10/16/2020		
081113	Hollow Metal Doors and Frames	10/16/2020		
081416	Flush Wood Doors	10/16/2020	11/13/2020	
083113	Access Doors and Panels	10/16/2020	11/13/2020	
083323	Overhead Coiling Service Doors	10/16/2020		
084113	Aluminum-Framed Entrances, Storefronts and Curtai	10/16/2020		
085653.13	Wind & Impacty Security Windows	10/16/2020		
087100	Door Hardware	10/16/2020		11/25/2020
088000	Glazing	10/16/2020		
089119	Fixed Louvers	10/16/2020		
092300	Gypsum Board and Non-Structural Framing	10/16/2020	11/13/2020	
093013	Ceramic Tiling		11/13/2020	
095123	Acoustical Tile Ceilings	10/16/2020	11/13/2020	
096513	Resilient Base and Accessories	10/16/2020	11/13/2020	
096519	Resilient Tile Flooring		11/13/2020	
096536	Static-Control Resilient Flooring		11/13/2020	
096813	Tile Carpeting	10/16/2020	11/13/2020	
097200	Wall Coverings		11/13/2020	
098433	Sound Absorbing Wall Panels		11/13/2020	
099000	Painting and Coatings	10/16/2020	11/13/2020	
102113.19	Plastic Toilet Compartments	10/16/2020	11/13/2020	
102613	Corner Guards		11/13/2020	
102616	Wall Guards		11/13/2020	
104413	Fire Protection Cabinets	10/16/2020		
104416	Fire Extinguishers	10/16/2020		
107516	Ground-Set Flagpoles	10/16/2020	11/13/2020	
115213	Projection Screens	10/16/2020		



EXHIBIT F
WINDERMERE TOWN FACILITIES
GMP Specifications

Rev. 1-5-21

DOCUMENT	TITLE	DATE	Addenda	Addenda
			1	2
122413	Roller Shades	10/16/2020	11/13/2020	
123661	Quartz Surface Fabrications	10/16/2020	11/13/2020	
123661.16	Solid Surfacing Countertops		11/13/2020	
133419	Pre-Engineered Metal Building Systems	10/16/2020		
210517	Sleeves and Sleeve Seals for Fire-Suppression Piping	10/16/2020		
210518	Escutcheons for Fire-Suppression Piping	10/16/2020		
211313	Wet-Pipe Sprinkler Systems	10/16/2020		
220517	Sleeves and Sleeve Seals for Plumbing Piping	10/16/2020		
220518	Escutcheons for Plumbing Piping	10/16/2020		
220519	Meters and Gages for Plumbing Piping	10/16/2020		
220523	General-Duty Valves for Plumbing Piping	10/16/2020		
220529	Hangers and Supports for Plumbing Piping and Equip	10/16/2020		
220553	Identification for Plumbing Piping and Equipment	10/16/2020		
220700	Plumbing Insulation	10/16/2020		
221116	Domestic Water Piping	10/16/2020		
221119	Domestic Water Piping Specialties	10/16/2020		
221316	Sanitary Waste and Vent Piping	10/16/2020		
221319	Sanitary Waste Piping Specialties	10/16/2020		
221413	Facility Storm Drainage Piping	10/16/2020		
221423	Storm Drainage Piping Specialties	10/16/2020		
224000	Plumbing Fixtures	10/16/2020		
224700	Drinking Fountains and Water Coolers	10/16/2020		
230500	General Mechanical Provisions	10/16/2020		
230513	Common Motor Requirements for HVAC Equipmen	10/16/2020		
230529	Hangers and Supports for HVAC Piping and Equipm	10/16/2020		
230548	Vibration Controls for HVAC Piping and Equipment	10/16/2020		
230553	Identification for HVAC Piping and Equipment	10/16/2020		
230593	Testing, Adjusting and Balancing for HVAC	10/16/2020		
230713	Duct Insulation	10/16/2020		
230719	HVAC Piping Insulation	10/16/2020		
230800	General Commissioning Requirements	10/16/2020		
231126	Natural Gas Piping	10/16/2020		
232113	Hydronic Piping	10/16/2020		
232300	Refrigerant Piping	10/16/2020		



EXHIBIT F
WINDERMERE TOWN FACILITIES
GMP Specifications

Rev. 1-5-21

DOCUMENT	TITLE	DATE	Addenda 1	Addenda 2
233113	Metal Ducts	10/16/2020		
233300	Air Duct Accessories	10/16/2020		
233423	HVAC Power Ventilators	10/16/2020		
233713	Diffusers, Registers and Grilles	10/16/2020		
238126	Split-System Air-Conditioners	10/16/2020		11/25/2020
260500	Basic Electrical Requirements	10/16/2020		
260519	Low-Voltage Electrical Power Conductors and Cable:	10/16/2020		
260526	Grounding and Bonding for Electrical Systems	10/16/2020		
260529	Hangers and Supports for Electrical Systems	10/16/2020		
260533	Raceways and Boxes for Electrical Systems	10/16/2020		
260553	Identification for Electrical Systems	10/16/2020		
260923	Lighting Control Devices	10/16/2020		
262416	Panelboards	10/16/2020		
262713	Electricity Metering and Utility Service Entrance	10/16/2020		
262726	Wiring Devices	10/16/2020		
262813	Fuses	10/16/2020		
262816	Enclosed Switches and Circuit Breakers	10/16/2020		
263213	Engine Generators	10/16/2020		11/25/2020
263600	Transfer Switches	10/16/2020		
264113	Lightning Protection for Structures	10/16/2020		
264313	Surge Protection Devices	10/16/2020		
265100	Interior Lighting	10/16/2020		
265600	Exterior Lighting	10/16/2020		
270010	Technology General Provisions	10/16/2020		
270526	Grounding and Bonding for Telecommunications Sys	10/16/2020		
270528	Raceways for Technology	10/16/2020		
271000	Structured Cabling System	10/16/2020		
274100	Audio Visual Systems	10/16/2020		
274134	Broadband Distribution System	10/16/2020		
280511	Conductors and Cables for Electronic Fire-Alarm Saf	10/16/2020		
280537	Security Voice Communications - Distributed Antenr	10/16/2020		
281000	Electronic Security Systems	10/16/2020		
282000	Closed Circuit Television - Video Surveillance System	10/16/2020		
283111	Digital Addressable Fire-Alarm System	10/16/2020		



EXHIBIT F
WINDERMERE TOWN FACILITIES
GMP Specifications

Rev. 1-5-21

DOCUMENT	TITLE	DATE	Addenda 1	Addenda 2
312000	Earth Moving	10/16/2020	11/13/2020	
312310	Trenching, Backfilling and Compacting	10/16/2020	11/13/2020	
312500	Erosion and Sedimentation Controls	10/16/2020	11/13/2020	
313116	Termite Control	10/16/2020		
321110	Stabilized Subgrade	10/16/2020	11/13/2020	
321130	Limerock Base Course	10/16/2020	11/13/2020	
321216	Asphalt Paving	10/16/2020	11/13/2020	
321313	Concrete Paving	10/16/2020	11/13/2020	
321723	Pavement Markings	10/16/2020	11/13/2020	
323113	Chain Link Fences and Gates	10/16/2020		
323123	Vinyl Fencing and Gates	10/16/2020		
323124	Aluminum Fencing	10/16/2020		
328400	Planting Irrigation	10/16/2020	11/13/2020	
329300	Landscaping	10/16/2020	11/13/2020	
329320	Sodding	10/16/2020	11/13/2020	
331100	Water Distribution Piping	10/16/2020	11/13/2020	
333100	Sanitary Utility Piping and Structures	10/16/2020	11/13/2020	
334100	Storm Drainage Piping and Structures	10/16/2020	11/13/2020	
	Geotechnical Report	11/8/2019		



EXHIBIT G
WINDERMERE TOWN FACILITIES
GMP Drawings

Rev. 1-5-21

DOCUMENT	TITLE	GMP	Addenda 1	Addenda 2
	Cover Sheet and Index	10/16/2020		11/20/2020
G-001	Project Criteria	10/16/2020		
G-101	Life Safety Plan - Police & Administration	10/16/2020		11/20/2020
G-102	Life Safety Plan - Public Works & Storage Bldg.	10/16/2020	11/13/2020	
G-201	Wall Types	10/16/2020		11/20/2020
C-001	General Notes	6/16/2020		
C-002	General Notes	6/16/2020		
C-003	SWPPP Details	6/16/2020	11/13/2020	
C-004	SWPPP Details	6/16/2020		
XC-100	Erosion Control & Demolition Plan	6/16/2020		
XC-150	Erosion Control Details	6/16/2020		
C-100	Site Plan	6/16/2020	11/13/2020	11/25/2020
C-101	Geometry Plan	6/16/2020	11/13/2020	
C-200	Grading and Drainage Plan	6/16/2020	11/13/2020	
C-300	Utility Plan	6/16/2020	11/13/2020	
C-400	Site Details	6/16/2020		11/25/2020
C-401	Site Details	6/16/2020	11/13/2020	
C-402	Orange County Utility Details	6/16/2020		
S-001	General Notes	10/16/2020		
S-002	General Notes	10/16/2020		
S-003	General Notes	10/16/2020	11/13/2020	
S-004	Wind Schedules and Abbreviations	10/16/2020		
S-101	Overall First Floor Plan	10/16/2020	11/13/2020	
S-102	Foundation Plan - Police & Administration	10/16/2020		
S-103	Foundation Plan - Public Works Shop & Storage Bld	10/16/2020		
S-121	Overall Roof Plan	10/16/2020		
S-122	Roof Framing Plan - Police & Administration	10/16/2020	11/13/2020	
S-123	Roof Framing Plan - Public Works Shop & Storage Bld	10/16/2020		
S-201	Foundation Sections and Details	10/16/2020		
S-202	Foundation Sections and Details	10/16/2020	11/13/2020	
S-301	Framing Sections & Details	10/16/2020	11/13/2020	
S-401	Schedules	10/16/2020	11/13/2020	
S-402	Schedules	10/16/2020		
A-001	Architectural Site Plan	10/16/2020	11/13/2020	



EXHIBIT G
WINDERMERE TOWN FACILITIES
GMP Drawings

Rev. 1-5-21

DOCUMENT	TITLE	GMP	Addenda 1	Addenda 2
A-011	Site Plan	10/16/2020	11/13/2020	
A-012	Site Details	10/16/2020	11/13/2020	
A-101	Floor Plan - Overall	10/16/2020		
A-102	Floor Plan - Police & Administration	10/16/2020	11/13/2020	11/20/2020
A-103	Floor Plan - Public Works & Storage Bldg.	10/16/2020	11/13/2020	
A-111	Reflected Ceiling Plan - Police & Administration	10/16/2020	11/13/2020	11/20/2020
A-112	RCP - Public Works & Sto. Bldg./Ceiling Details	10/16/2020	11/13/2020	
A-121	Roof Plan - Overall	10/16/2020		
A-131	Enlarged Plans Restrooms	10/16/2020	11/13/2020	
A-132	Enlarged Plans	10/16/2020		
A-133	Enlarged Plans	10/16/2020		
A-141	Plan Details & Sections	10/16/2020	11/13/2020	
A-151	Furniture & Equipment Plan - Police & Admin.	10/16/2020		11/20/2020
A-152	Furniture & Equipment Plan - Public Works & Stora	10/16/2020	11/13/2020	
A-201	Exterior Elevations	10/16/2020	11/13/2020	
A-202	Exterior Elevations	10/16/2020	11/13/2020	
A-203	Exterior Elevations	10/16/2020	11/13/2020	
A-301	Building Sections	10/16/2020	11/13/2020	
A-302	Building Sections	10/16/2020	11/13/2020	
A-311	Wall Sections	10/16/2020	11/13/2020	
A-312	Wall Sections	10/16/2020	11/13/2020	
A-321	Roof & Vertical Details	10/16/2020	11/13/2020	
A-322	Roof & Vertical Details	10/16/2020	11/13/2020	
A-501	Window Schedule	10/16/2020	11/13/2020	
A-511	Window Details	10/16/2020		
A-512	Window Details	10/16/2020	11/13/2020	
A-513	Window Details	10/16/2020	11/13/2020	
A-601	Door Schedule	10/16/2020	11/13/2020	11/20/2020
A-611	Door & Louver Details	10/16/2020		
A-700	Signage Schedule	10/16/2020	11/13/2020	
A-901	Perspective Views	10/16/2020		
ID-001	Interior Notes & Details	10/16/2020		
ID-101	Finish Floor Plan	10/16/2020		
ID-201	Interior Elevations	10/16/2020		11/20/2020



EXHIBIT G
WINDERMERE TOWN FACILITIES
GMP Drawings

Rev. 1-5-21

DOCUMENT	TITLE	GMP	Addenda 1	Addenda 2
ID-202	Interior Elevations	10/16/2020		11/20/2020
ID-203	Interior Elevations	10/16/2020		11/20/2020
ID-204	Interior Elevations	10/16/2020		11/20/2020
ID-205	Interior Elevations	10/16/2020		11/20/2020
ID-206	Interior Elevations	10/16/2020		11/20/2020
ID-301	Millwork Details	10/16/2020		
ID-302	Millwork Details	10/16/2020		
ID-401	Finish Schedule	10/16/2020		
ID-402	Interior Finish Legend	10/16/2020	11/13/2020	
L-100	Landscape Plan	6/16/2020	11/13/2020	
IR-1	Irrigation Plan	6/16/2020	11/13/2020	
IR-2	Irrigation Plan	6/16/2020	11/13/2020	
M-001	Legend and General Notes - Mechanical	10/16/2020	11/13/2020	
M-101	Overall Floor Plan - Mechanical	10/16/2020		
M-102	Floor Plan Police & Administration - Mechanical	10/16/2020	11/13/2020	
M-103	Floor Plan Public Works & Storage - Mechanical	10/16/2020		
M-501	Details - Mechanical	10/16/2020		
M-502	Details - Mechanical	10/16/2020		
M-503	Details - Mechanical	10/16/2020		
M-601	Schedules - Mechanical	10/16/2020	11/13/2020	
M-602	Schedules - Mechanical	10/16/2020	11/13/2020	
E-001	Symbol Legend and General Notes - Electrical	10/16/2020		
E-002	Schedule - Lighting Fixture	10/16/2020	11/13/2020	
E-100	Site Plan - Electrical	10/16/2020	11/13/2020	
E-100A	Site Plan - Lighting	10/16/2020	11/13/2020	11/25/2020
E-101	Overall Floor Plan - Electrical	10/16/2020		
E-102	Floor Plan Police & Administration - Power and FA	10/16/2020	11/13/2020	11/25/2020
E-103	Floor Plan Public Works & Storage - Power and FA	10/16/2020		11/25/2020
E-111	Floor Plan Police & Administration - Lighting	10/16/2020		
E-112	Floor Plan Public Works & Storage - Lighting	10/16/2020		11/25/2020
E-401	Single Line Diagram - Electrical	10/16/2020		
E-402	Riser Diagram - Fire Alarm	10/16/2020		
E-403	Lighting Control Diagrams - Police & Administration	10/16/2020		
E-404	Lighting Control Diagrams - Public Works	10/16/2020		



EXHIBIT G
WINDERMERE TOWN FACILITIES
GMP Drawings

Rev. 1-5-21

DOCUMENT	TITLE	GMP	Addenda 1	Addenda 2
E-501	Details - Electrical	10/16/2020		
E-601	Schedules - Electrical	10/16/2020		
E-602	Schedules - Electrical	10/16/2020		
E-603	Schedules - Electrical	10/16/2020		
P-001	Legend, Notes and Schedules - Plumbing	10/16/2020		
P-101	Overall Floor Plan - Plumbing	10/16/2020		
P-102	Floor Plan Police & Administration - Plumbing	10/16/2020		
P-103	Floor Plan Public Works & Storage - Plumbing	10/16/2020		
P-301	Enlarged Plans - Plumbing	10/16/2020		
P-401	Riser Diagrams	10/16/2020		
P-402	Riser Diagrams	10/16/2020		
P-403	Riser Diagrams	10/16/2020		
P-404	Riser Diagrams	10/16/2020		
P-501	Details - Plumbing	10/16/2020		
FP-001	Legend, Notes and Schedules - Fire Prot.	10/16/2020		
FP-100	Site Plan - Fire Protection	10/16/2020		
FP-101	Overall Floor Plan - Fire Protection	10/16/2020		
FP-102	Floor Plan Police & Administration - Fire Protection	10/16/2020	11/13/2020	
FP-103	Floor Plan Public Works & Storage Building - Fire P	10/16/2020		
T-001	Technology Symbols, Legend, Notes and Index	10/16/2020		11/25/2020
T-100	Site Plan - Technology	10/16/2020		
T-101	Police & Administration - Technology	10/16/2020		11/25/2020
T-102	Public Works & Storage Building - Technology	10/16/2020		11/25/2020
T-103	Enlarged Rooms - Technology	10/16/2020		
T-104	Enlarged Gate - Technology	10/16/2020		
T-201	Details - Technology	10/16/2020		
T-202	Details - Technology	10/16/2020	11/13/2020	
T-203	Details - Technology	10/16/2020		
T-204	Details - Technology			11/25/2020
T-301	Riser Diagram	10/16/2020		
T-302	AV Riser Diagram			11/25/2020

Exhibit H

Page 1 of 4

Exhibit H

COST CODE	DESCRIPTION	QTY	UNIT	U.P.	LABOR	U.P.	MATERIAL	U.P.	SUB	TOTAL	NOTES/COMMENTS
FIELD FACILITIES											
01-3100	Field Office Trailer(s)										By Town of Windermere
01-3110	Field Office Delivery and Pick-Up										By Town of Windermere
01-3120	Field Office Trailer Rental		mo								By Town of Windermere
01-3130	Field Office Trailer Fuel		gal								By Town of Windermere
01-3140	Field Office Utility Connections										By Town of Windermere
01-3150	Storage Containers										
01-3160	Storage Container Delivery and Pick-Up										
01-3170	Subsided Office Parking		sq								
01-3180	Field Office Generator and Fuel		mo								
01-3200	Computer Workstations/ Servers/ Etc.	2	ea				\$2,500.00			\$2,500.00	IT - Site Office Support Setup/ Remove, Etc.
01-3210	Copier/Scanner/ Printer (Jobsite)	1	ls				\$500.00			\$500.00	All-in One Unit
01-3220	Copier Usage (Main Office)	11	mo				\$1,650.00			\$1,650.00	
01-3230	Blueprinting/Wide Format Reproduction	1	ls				\$500.00			\$500.00	
01-3240	Office Supplies (Jobsite)	11	mo				\$300.00			\$3,300.00	
01-3250	Office Furnishings (Jobsite)	1	ls				\$750.00			\$750.00	
01-3260	Postage and Shipping Expenses	11	mo				\$100.00			\$1,100.00	
01-3270	Drinking Water and Ice	11	mo				\$150.00			\$1,650.00	
01-3400	Project Signage	1	ls				\$1,000.00			\$1,000.00	
01-3500	Temporary Sanitary Facilities	11	mo				\$11,000.00			\$11,000.00	20yd C&D with Fees (\$10,500 in Site Services)
01-3510	Dumpsters		pulls								
01-3520	Trash Cans		mo								
01-3530	Valet/Janitor/Security		mo								
01-3800	Project Safety Expenses	11	mo				\$500.00			\$5,500.00	
01-3810	Personal Protective Equipment	1	ls				\$200.00			\$200.00	
01-3820	First Aid Supplies	11	mo				\$125.00			\$1,375.00	JS Cabinet/Certify, Stock
01-3830	Fire Extinguishers	6	ea				\$150.00			\$900.00	1 per 75'
Subtotal Field Facilities:											\$31,925.00
ADMINISTRATIVE SERVICES											
01-4110	PMIS License (Procore)	11	mo						\$700.00	\$7,700.00	
01-4120	Project Collaboration License (Bosch)		mo								
01-4140	Project Scheduling License (Suretrak/MSP)										
01-4150	Accounting License (Sage)	10	mo						\$600.00	\$600.00	
01-4160	Office Calculations (MS Excel)		mo								
01-4170	PDF Editor License (Bluebeam)		mo								
01-4180	CAD Editor License (AutoCAD)		mo								
01-4200	IT Support	10	mo						\$145.00	\$1,450.00	
01-4300	Drone Flight Project Photos	1	ls				\$2,100.00			\$2,100.00	
01-4310	Aerial Photography		mo								
01-4320	Website		mo								
01-4330	Project Web Site		mo								
01-4400	BIM Administration		mo								
01-4410	CEIT Administration		mo								
01-4420	Surveying Administration		mo								

Exhibit H

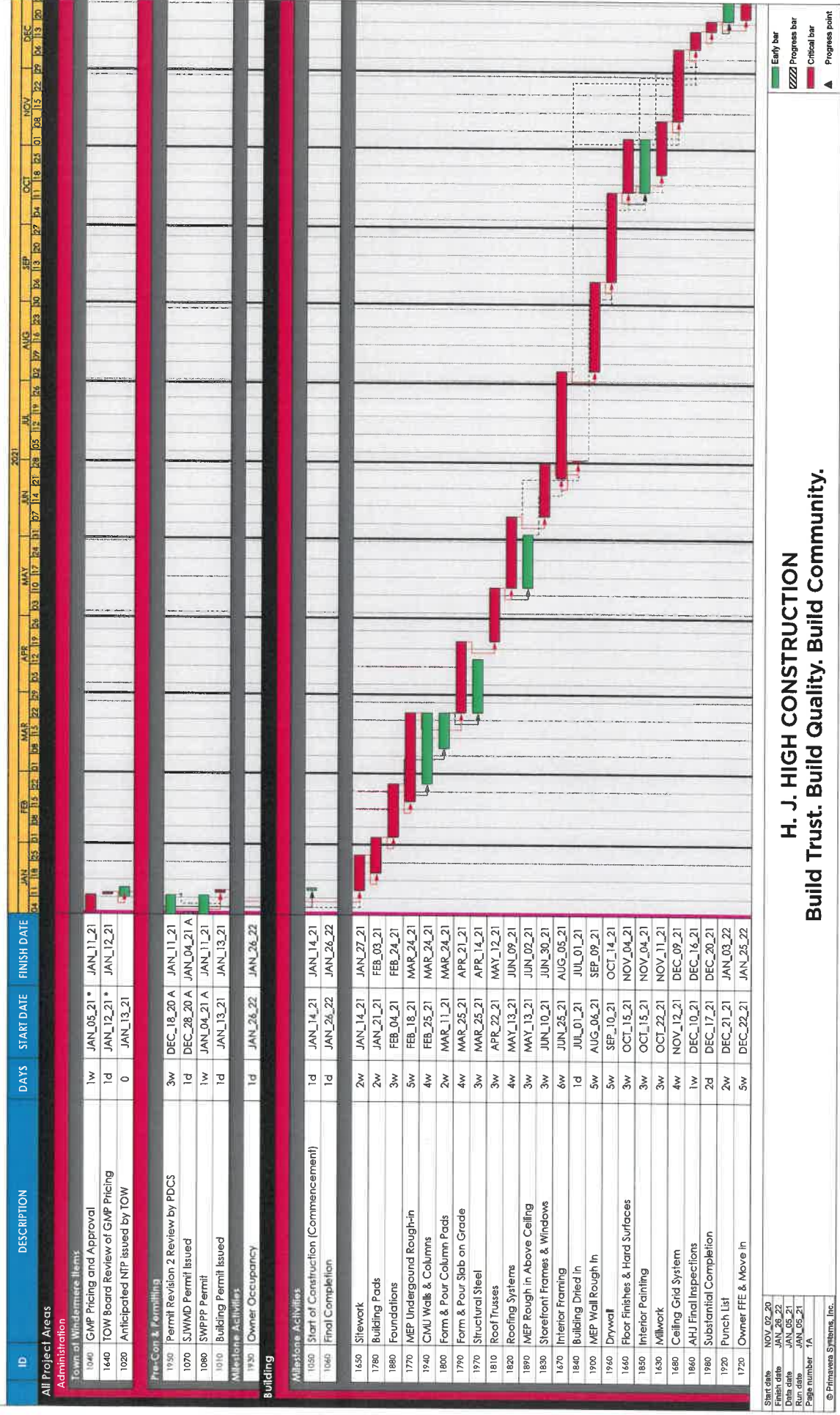
Subtotal Administrative Services:	\$16,350.00
-----------------------------------	-------------

Exhibit H

			\$59,425.00			
TOTAL:			\$23,140.00			
			\$82,565.00			

Windermere Town Administration Building (206-19) GMP Schedule

EXHIBIT I



H. J. HIGH CONSTRUCTION
Build Trust. Build Quality. Build Community.



EXHIBIT E TO AIA A102

Guaranteed Maximum Price Amendment NO. 2

for the following PROJECT:

(Name and address or location)

Town of Windermere Town Facilities
1.55 acre site at 520/614 Main Street
Windermere, FL 34786

THE OWNER:

(Name, legal status and address)

Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida 614 Main Street
Windermere, FL 34786

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

H.J High Construction Company
1015 West Amelia Street
Orlando, FL 32805
407-422-8171
Contractor's License No. CGC1511171

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price ("GMP") for the Work described in this GMP Amendment No. 2. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed for the Work described in this GMP Amendment No. 2. The Contract Sum consists of the total of the Construction Manager's Fee and the Cost of the Work, as that term is defined in Article 5 of the Agreement.

§ A.1.1.1 The Contract Sum for GMP Amendment No. 2 is guaranteed by the Construction Manager not to exceed Three Hundred Ninety Four Thousand Three Hundred Seventy Seven and 00/100(\$394,377.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price for GMP Amendment No. 2 organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, general conditions itemization with not-to-exceed total, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Construction Manager's Fee is: \$24,254.00 (which is included in the GMP below)
Cost of the Work is: \$370,223.00
Guaranteed Maximum Price is: \$394,377.00.

And as detailed in attached Exhibit "A".

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.3 The Guaranteed Maximum Price for GMP Amendment No. 2 is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Attached as Exhibit "B", if any. None.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Attached as Exhibit "C", if any, None.	

§ A.1.1.5, Comments, and clarifications, if any, on which the Guaranteed Maximum Price is based:

Attached as Exhibit "D".

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attached as Exhibit "E", if any. None.			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
Attached as Exhibit "F" to GMP Amendment No. 1.
(Table Deleted)

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
Attached as Exhibit "G" to GMP Amendment No. 1.

(Table Deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

General conditions itemization, attached as Exhibit "H", with a not-to-exceed total of **\$43,749.00**. Any General Conditions costs in excess of this total shall be borne by and paid solely by Construction Manager.

ARTICLE A.2

§ A.2.1 The date of Substantial Completion established for the Work of this GMP Amendment No. 2 is: **12 months** after the Date of Commencement. Construction Manager shall achieve Final Completion of the Work of this GMP Amendment No. 2 within 30 days after Substantial Completion.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Robert High, President

(Printed name and title)

(Printed name and title)



Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 5, 2021

Public Works Storage Building Estimate Summary			
Direct Costs:		Building Area:	1,680 sf
Building Construction	Unit Cost		
Site Services	\$0	0.00	/SF
Demolition	\$0	0.00	/SF
Concrete	\$18,646	11.10	/SF
Masonry	\$0	0.00	/SF
Metals			
Structural Steel & Railings	\$0	0.00	/SF
Light Gauge Metal Trusses	\$0	0.00	/SF
Millwork	\$0	0.00	/SF
Thermal and Moisture Protection			
Metal Roof	\$0	0.00	/SF
Membrane Roof	w/ Metal Roof		
Waterproofing & Caulking	\$0	0.00	/SF
Foam Insulation	\$0	0.00	/SF
Doors and Windows			
Doors, Frames, & Hardware	\$8,379	4.99	/SF
Windows	\$0	0.00	/SF
Overhead Doors	\$12,855	7.65	/SF
Finishes			
Drywall	\$10,000	5.95	/SF
Cement Board Siding	\$0	0.00	/SF
Cement Board Panels - Walls	\$0	0.00	/SF
Cement Board Panels- Ceiling/Soffit	Included		
Flooring	\$2,183	1.30	/SF
Acoustic Ceilings	\$0	0.00	/SF
Acoustic Wall Panels	None Shown		
Painting	\$2,000	1.19	/SF
Stucco	\$0	0.00	/SF
Specialties			
Interior Specialties	\$1,134	0.68	/SF
Exterior Specialties	\$0	0.00	/SF
Lockers	\$0	0.00	/SF
Signs	\$0	0.00	/SF
Equipment	FF&E		
Furnishings	FF&E		



Exhibit A

Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 5, 2021

Pre-Engineered Metal Building	\$175,260	104.32	/SF
Fire Protection	\$0	0.00	/SF
Plumbing	\$27,500	16.37	/SF
Mechanical	\$30,000	17.86	/SF
Electrical	\$30,000	17.86	/SF
Low Voltage	\$1,000	0.60	/SF
Sitework			
Earthwork/Paving/Utilities	\$0	0.00	/SF
Septic System	\$0	0.00	/SF
Fences & Gates	\$0	0.00	/SF
Pavers	\$0	0.00	/SF
Landscape	\$0	0.00	/SF

Building Construction Subtotal: \$ 318,957 \$189.86 /SF

Subcontractor Bonds	Included
General Conditions	\$43,749
Potential Sales Tax Savings	

Project Direct Cost Subtotal: \$ 362,706 \$215.90 /SF

Indirect Costs:

Builder's Risk Insurance	\$1,363	0.37%
General Liability Insurance	\$3,248	0.80%
CM Fee	\$24,154	5.50%
Permit and Impact Fees	By Owner	
Payment and Performance Bond	\$4,392	1.00%

Project Indirect Cost Subtotal: \$33,156

Estimate Total: \$ 395,862 \$ 236 /SF

Construction Contingency \$0

Unpainted interior metal walls & exposed ceilings (\$1,485)

H. J. High GMP Total: \$ 394,377 \$ 235 /SF

Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 5, 2021

Public Works Storage Building Clarifications

General

- 1 Hazardous, unsuitable or contaminated material special handling or removal is by others.
- 2 Asbestos abatement or remediation is by others.
- 3 Materials & Threshold testing or special inspections are by owner.
- 4 Builder's Risk Insurance premium is included, yet excludes loss of use.
- 5 Proposal is based upon a construction schedule of 12 months.
- 6 All government permit and impact fees are assumed to be by the Owner.
- 7 Utility connection fees are by the Owner. Utility consumptions fees are by the Owner.
- 8 Performance and payment bond is included.
- 9 We exclude any unloading or handling of owner furnished equipment.
- 10 Proposal is based upon GMP Specifications "Exhibit F" and Drawings "Exhibit G" dated 12/03/2020. that are attached to
- 11 n/a GMP Amendment No. 1.

- 12 This GMP does not include any off-site parking or security.
- 13 This GMP includes a standard 12 month warranty term from substantial completion date.
- 14 We assume that normal working hours between 7am-5pm will be permitted, along with early morning concrete pours as needed. We have not included any special provisions for sound control.
- 15 This GMP is subject to an acceptable phasing and move-in schedule approved by the Windermere Building Official.
- 16 Within the fixed GMP, the SOV is subject to change as scopes are reviewed and final subcontractor selection and contra are finalized.
- 17 The GMP excludes protection or relocation of endangered plants or animals.
- 18 The GMP excludes removal or disposal of unforeseen debris or unsuitable soils.
- 19 The GMP excludes moving expenses from existing facility.
- 20 The GMP Price is based upon Amendment 1 (Town of Windermere Public Works, Administration, & Police Building and Amendment 2 (Public Works Storage Building) both being accepted and proceeding concurrently.
- 21 The GMP excludes Davis Bacon wage rates.

Division 13

- 1 The GMP includes a pre-engineered "gable structure" storage building with the following specifications:
 - a Roof panels are 24 gauge Batten-Lok standing seam, with standard color Kynar finish.
 - b 6" R-19 roof insulation of roof purlins.



Windermere Town Facilities

Windermere, Florida

GMP Estimate

January 5, 2021

- c Wall panels are 26 guage PBR exposed fasteners, with standard color Kynar finish.
- d 4" R-13 wall insulation over the girts.
- e Wall liner panel included on the back side of the wall to 9'4" above finish floor.
- f Roof liner panels are excluded
- g 150 MPH wind zone with exposure C.
- h Standard bracing and typical trim, gutter, and downspouts are included.
- i Metal interior walls are to remain unpainted.
- j Exposed ceiling is to be unpainted.



EXECUTIVE SUMMARY

SUBJECT: Town of Windermere and H.J. High Construction Company Guaranteed Maximum Price (GMP) Contract Add Alt for New Public Works Shop Facilities
REQUESTED ACTION: Staff Recommends Approval

☐ Work Session (Report Only) **DATE OF MEETING:** 1/12/21
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: \$394,327
☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☒ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

As with the Town Facilities Agreement, this agreement is specifically for the Public Works Shed. When the original assessment and budget estimate was completed, it did not include the reconstruction of the Public Works Shed. Staff believed that is made both logistical and financial sense to construct both at the same time. Staff negotiated with HJ High and have agreed upon a guaranteed maximum price of \$394,327. Finance and Town Administration had budgeted 50% of the construction in FY/20/21 and will budget the balance in FY 21/22. Unlike the anticipated overages with the Town Facilities, the balance between what was budgeted and negotiated is less than \$10,000.

The reason this agreement is separate from the Town Facility agreement is to ensure that the bond issued to the Town for the Town Facilities is split form costs for the Public Works Shed which was not included. This makes it cleaner for auditing purposes.

Staff Recommends Approval

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Town of Windermere Town Facilities
1.55 acre site at 520/614 Main Street
Windermere, FL 34786

THE OWNER:

(Name, legal status and address)

Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida
614 Main Street
Windermere, FL 34786

THE CONTRACTOR:

(Name, legal status and address)

H.J. High Construction Company
1015 West Amelia Street
Orlando, FL 32805
407-422-8171

Construction Manager's License No. CGC 1511171

THE ARCHITECT:

(Name, legal status and address)

Architecture Design Group
333 N Knowles Ave,
Winter Park, FL 32789
(407) 647-1706

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

These General Conditions shall be known as the Town of Windermere Revised AIA A201-2017 General Conditions or the Revised AIA A201-2017 General Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. All of the Instruments of Service are owned by Owner.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.2.4. In the event of conflicts or discrepancies among Contract Documents, interpretations will be based on the following ranked order of precedence: Modifications (including the GMP Amendment, if applicable), other Amendments to the Agreement, Exhibits to the Agreement, the Agreement, the General Conditions, Specifications, and Drawings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 Drawings, specifications, and other documents including those in electronic form, prepared by the Architect or Contractor and furnished for the Project are the property of Owner. The Owner shall retain all common law, statutory and other reserved rights, including copyrights related to the documents for the Project. Contractor shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents.

Contractor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Owner, all of the Contractor's right, title, and interest of every kind throughout the world in and to all intellectual property developed for Owner by the Contractor in conjunction with this Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property. Contractor agrees to sign any additional documents and otherwise cooperate with Owner, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section. For this purpose, the provisions of this Section shall survive the termination, for any reason, of this Agreement.

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

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

§ 2.2.3 n/a.

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Owner shall incur no liability for delays occasioned by any stop-Work order issued in accordance with this Section, unless cause giving rise to the stop work order is later found to be invalid.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to reasonably perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had reasonably performed such obligations and Contractor shall bear all costs and damages, including its own costs and damages. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect promptly.

§ 3.2.5 Notwithstanding anything herein to the contrary, the Contractor shall be responsible for the satisfactory and complete execution of the Work described in the Contract Documents. The Contractor represents that it has carefully examined all Drawings and Specifications for the Work to be performed, that it has made reasonable investigations essential to the construction methods for the Project, and that it has the experience and necessary personnel, equipment, and material at its disposal to complete the Work in a good workmanlike manner in accordance with the Contract Documents without any defects in materials or workmanship.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing herein shall be construed to make Contractor the agent, servant, or employee of Owner or create any partnership, joint venture, or other association.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Neither the presence or absence of the Owner or Architect shall relieve the Contractor from any requirements of the Contract Documents.

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§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

3.4.2.1 After the Agreement has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified. Such request will only be considered under the conditions set forth in the Specifications.

3.4.2.2 By making request for substitution, the Contractor:

.1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified;

.2 represents that it will provide the same warranty for the substitution as the original product specified;

.3 certifies that the cost data presented is complete and includes all related costs under the Contract Documents but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all aspects.

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

3.4.4 Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding jobsite conduct.

3.4.5 Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers, and proper shoes are required apparel. The display of vulgar words, signs, or figures is prohibited. Sandals and flip-flops are prohibited on the Project site.

3.4.6 Construction personnel shall not use profanity, illegal drugs, or alcohol on the Project site.

3.4.7 The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on the Project site.

3.4.8 Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

3.6.2. The Owner is a governmental, tax exempt organization. The Contractor shall work with and assist the Owner to prevent payment of taxes not due.

3.6.2.1 Sales Tax Savings Program. Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project. Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Before purchasing materials or equipment for the Project or a combination of like items that exceed \$5,000 in cost. Contractor shall identify in writing to Owner all materials and equipment or a combination of like items to be included in the Work that will generate sales tax savings if purchased direct by Owner. Contractor shall comply with the written procedures for Owner Purchased materials provided by Owner to Contractor and shall incorporate a similar provision to this provision in all of its subcontracts requiring the Subcontractors' compliance with said procedures. Owner shall execute direct purchase orders with vendors for such Owner Purchased materials. The purchase orders shall contain Owner's Consumer Certificate of Exemption number. Owner shall acquire title to all Owner Purchased materials at the time same are delivered to the Project site. Owner shall obtain insurance on the Owner Purchased Materials and Owner shall assume all risk of loss and theft for the Owner Purchased Materials upon their delivery to the Project site and until they are incorporated into the real property. Vendors shall invoice Owner directly for the Owner Purchased Materials. Owner shall pay vendors directly for the Owner Purchased Materials. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order maximize cost savings for the Project. Upon the execution of a purchase order, Owner and Contractor shall execute a Change Order decreasing the Contract Sum by the total cost, including the saved sales tax for the materials or equipment purchased directly by Owner under said purchase order. With respect to all direct purchases by Owner, Contractor shall remain responsible for coordinating, installing, inspecting, storing, handling, warranting, installation, and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant to this Paragraph shall be included within and covered to the same extent as all other warranties and performance guarantees provided by Contractor pursuant to the terms of the Contract Documents, including bonds, Owner assigns to Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner. The Parties understand that the above Owner direct purchase procedures are generally not available to purchase fabricated materials from a vendor that, in addition to fabricating them, also installs those same fabricated materials into the Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2

Prior to start of construction, the Contractor shall submit written qualifications of the Superintendent(s) and Project Manager to the Owner and Architect for their review and approval. The Superintendent and Project Manager shall have had recent experience in similar types of construction as that of the Project. The Superintendent and Project Manager shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner, unless the Superintendent or Project Manager proves to be unsatisfactory to the Contractor and ceases to be in its employ.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

3.10.4 Float or slack is a shared commodity which can be used by either the Owner or the Contractor. Extensions of time for performance will be granted only to the extent that the equitable time adjustments for the activity or activities affected exceed the total float along the activity chain involved at the time the change was ordered or the delay occurred. Notwithstanding the above, the Contractor shall only be entitled to an extension of time for an excusable delay to the critical path of the Work that delays completion of the Project beyond the completion date stated in this Agreement.

§ 3.11 Documents and Samples at the Site

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

3.11.1 Contractor shall permit Owner to have reasonable access to Contractor's records, account books, bills, invoices, payrolls, daily logs, and other records related to the Project. Contractor shall preserve such records for five (5) years after Substantial Completion of the Project.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

3.12.6.1 If modifications to existing buildings are involved, prior to ordering any material or performing any portion of the Work, the Contractor shall verify all dimensions and check all conditions in order to assure himself that they properly reflect those of the drawings. Any inconsistency shall be brought to the attention of the Architect. If the Architect was not notified beforehand of discrepancies occurring between ordered material and actual conditions, no adjustment in the Contract Sum or Contract Time will be allowed for the correction of such discrepancies.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and its agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In regard to claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of

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damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 Contractor shall comply with the Americans with Disabilities Act for all Work to be performed by Contractor under this Agreement; however, this shall not make Contractor liable for design issues.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3. Any approvals, certificates, or decisions of the Architect are subject to the approval of Owner, which approval shall not be unreasonably withheld. At Owner's discretion, the duties of the Architect described herein may be performed by the Owner or the Owner's representative.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

§ 4.2.4 Communications

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, which shall be subject to the Owner's approval, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

5.1.1.2 Prior to accepting bids, the Contractor shall pre-qualify Subcontractors performing major or critical portions of the Work.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

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

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined as set forth above in Article 7.1 and the Agreement, and the mutually acceptable fixed or percentage fee that is set forth in the Agreement as the fee for change orders; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;
- .5 Costs of supervision and field office personnel directly attributable to the change; and
- .6 As limited by Article 7.1 above.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

§ 8.1.3 The date of Substantial Completion is the date defined in Section 9.8.1 of these General Conditions.

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, unavoidable casualties, unusual extraordinary adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes not within Contractor's control or responsibility; (4) by Acts of God; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine; however, the Contract Sum shall not be increased, except for a per diem payment as described below. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delays described in this Section 8.3.1. or any other delays from any other cause are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in the Contract Sum be made or recognized, except for the per diem payment as described below. Contractor's sole remedy for any delay, impact, disruption, or interruption caused by any of the reasons listed in this Section 8.3.1 shall be an equitable extension of time to perform the Work for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion, and a per diem payment not to exceed the Contractor's reasonable extended daily general conditions costs per day for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion. Contractor shall not make any other claim nor seek any other damages of any kind against Owner or Architect for any delays, impacts, disruptions, or interruptions of any kind. If a Contractor caused delay runs concurrent with such delays, Contractor shall not be entitled to any extension of time or per diem payment for the concurrent period of delay. Delays caused by labor disputes, delivery delays, and dispute resolution proceedings are considered within the Contractor's control and shall not be grounds for a delay claim.

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

§ 8.3.2.1 Extensions of time will be granted only if the item, task, or other phase of construction delayed is critical to the Work and so indicated on the Contractor's schedule.

§ 8.3.3 This Section 8.3 does preclude recovery of damages for delay by Contractor under any other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all

data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Form AIA G702, supported by form AIA G703 shall be used for all applications for payment.

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or the Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or the Owner opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application or the Owner is unable to approve same, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor, Owner, and Architect cannot agree on a revised amount, the Architect will promptly

issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and for which amount the Owner approves. The Architect or Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's or Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect or the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment that has been approved by Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. After the initial Progress Payment is made and as a condition to subsequent progress payments, the Contractor shall furnish to the Owner a partial unconditional waiver of lien signed by the Contractor in the form required by applicable Statutes. In addition to the partial waiver of lien provided by the Contractor, Contractor shall furnish or have furnished to the Owner partial waivers of lien from all parties that properly provide a written Notice to Owner in accordance with the applicable Construction Lien Law. In addition, as a condition to each progress payment, in the event that any liens have been filed against the Project, the Contractor shall have either recorded a satisfaction of such lien or transferred the lien to a bond satisfactory to Owner.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect and approved by Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

Additionally for the Work to be Substantially Complete the Work must also meet the following conditions:

- a. The Work is complete in accordance with the Contract Documents to the extent required for Owner to obtain a Certificate of Occupancy and such certificate has actually been granted by the appropriate government authorities, provided that a failure to obtain the Certificate of Occupancy due to causes for which the Contractor is not responsible shall not be grounds to deny Substantial Completion status.
- b. All HVAC systems included in the Work are properly functioning in accordance with the Contract Documents and verified by the Test and Balance report which shall have been delivered to the Architect and Owner.
- c. All life safety systems included in the Work are functioning in accordance with the Contract Documents.
- d. A certificate of Substantial Completion has been issued by the Architect.
- e: All operating and maintenance manuals and training shall have been delivered to the Architect and Owner; and
- f: All commissioned systems included in the Work are properly functioning in accordance with the Contract Documents and verified by the commissioning report delivered to the Owner provided that a failure of the Owner's commissioning agent for which the Contractor is not responsible shall not be grounds to deny substantial Completion status.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.2.1 The Contractor's warranties required by the Contract Documents shall commence on the date of Substantial Completion regardless of the warranty dates established by subcontractors, equipment manufacturers or vendors.

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The list of incomplete items that the Contractor shall finish (the "Punch List") shall be provided to the Contractor no later than 30 days after the date of Substantial Completion pursuant to Florida Statute 255.077. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and subject to the Owner's approval, the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment and the Owner's approval of same will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§9.10.1.1 Final payment to the Contractor will not be made until all guarantees, warranties, operating manuals, parts list, instructions and record (as-built) drawings have been received by the Owner.

§9.10.1.2 The Owner may require an audit of the Contractor's records. The audit shall be conducted by the Owner's personnel or authorized representative. The Owner reserves the right to audit at any time during construction and within four (4) years after the Substantial Completion of the Work.

§ 9.10.2 Contractor shall submit its final payment request within 45 days of Final Completion of the Project. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) a final contractor's affidavit stating that the Work is Complete and all subcontractors and suppliers have been paid in compliance with the Statutes of the State where the Project is located and an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that if insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties; (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; and (7) as-built drawings, warranty documents, and O&M manuals.. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 n/a.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 n/a.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.

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If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Owner shall select and pay the testing firms. Contractor shall schedule, coordinate, and make arrangements for such tests, inspections, and approvals with the independent testing laboratories or entities selected by the Owner, or with the appropriate public authority, and Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by the correction of such failure, including those of repeated procedures thereafter and compensation for the Architect's services and expenses, shall be at the Contractor's expense without increase in the Contract Sum.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided in Florida Statute Chapter 255.073.

§13.6 Non-Discrimination

Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or

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national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§13.7 Landscaping

Contractor shall be responsible for maintaining in good condition all cultivated grass plots, trees, shrubs, and landscaping on the Project site, except for those grass plots, trees, shrubs, and landscaping identified to be removed in the contract documents. If damaged, Contractor shall restore same to its original condition after completion of the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner those amounts set forth in Section 14.4.3.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 If adjudged bankrupt, or if the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor's insolvency.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

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- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed plus the unpaid pro-rata portion of the Contractor's Fee on the completed Work as of the Date of termination. This payment shall be Contractor's sole remedy for any termination, whether for convenience or cause.

§ 14.5 In the event of any termination, the Contractor shall upon Owner's request, assign any and all subcontracts and purchase orders to Owner. Contractor shall have clauses in all its subcontracts and purchase orders allowing such assignment to Owner. As a precondition to any payment due Contractor as a result of any termination of this Agreement, Contractor shall execute any and all documents necessary to assign all rights and benefits of such subcontracts and purchase orders to Owner.

§ 14.6 If any termination by Owner is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination for convenience.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

(Paragraphs deleted)

§ 15.1.2 n/a.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The Parties agree that costs to repair, correct, or remedy defective Work are not considered consequential damages.

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§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final, but subject to non-binding mediation and, if the parties fail to resolve their dispute through non-binding mediation, subject to litigation.

§ 15.2.6 Either party may file for non-binding mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue litigation proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

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

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§ 15.3.2 The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered in accordance Florida Statutes Section 44.102 in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

Signatures follow.

Agreed to this 6th day of November 2021.

OWNER (Signature)

(Printed name and title)

(Paragraphs deleted)

CONTRACTOR (Signature)

(Printed name and title)



EXECUTIVE SUMMARY

SUBJECT: Manhour and Fee Estimate-Orange County Utilities (OCU) Water Main Improvements-West Second Avenue- Michael Galura Engineering

REQUESTED ACTION: Staff Recommends Approval

☐ Work Session (Report Only)

DATE OF MEETING: 1/12/21

☒ Regular Meeting

☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Vendor/Entity: _____

Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT: \$20,020

☐ Annual

FUNDING SOURCE: _____

☐ Capital

EXPENDITURE ACCOUNT: _____

☒ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

The attached man hour fee estimate is an addendum to the original Task Order No. 31 for the stormwater and roadway improvements to West Second Avenue. Potable water design and relocation was not included in the original scope.

Staff Recommends Approval.

MANHOOR and FEE ESTIMATE - ORANGE COUNTY UTILITIES (OCU) WATER MAIN IMPROVEMENTS
AMENDMENT TO TASK NO. 31
WEST SECOND AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
*** Services for Michael Galura Engineering Consultants, LLC ***

Task Description (Effective Date : Revised December 28, 2020)	Principal Engineer (Galura)	Sr. Project Manager	Project Engineer	Senior Designer	Word Processor	Task Hours
TASK 1 - PROJECT ADMINISTRATION						
Task 1.3 - Meetings (60%, 90%, 100%, Utility Coordination)	8					8
TASK 2 - DESIGN SERVICES						
Task 2.1 - FINAL PLANS (Construction Plans - 60%,90%, 100%, Final) Additional 12 Sheets						
1 Sheet - Utility Adjustment Sheet (OCU Water Utility Cover Sheet)	4					4
1 Sheet - Utility Adjustment Sheet (OCU Water Utility General Notes Sheet)	8					8
9 Sheet - Utility Adjustment Sheet (OCU Water Utility Plan and Profile Sheets)(1"=20' horiz, 1"=2' vertical)	72					72
1 Sheet - Utility Adjustment Sheet (OCU Water Utility General Detail Sheet)	8					8
TASK 3 - UTILITY COORDINATION SERVICES						
3.1 - Coordinate with the OCU Water Engineering by furnishing plans at 60%, 90% and 100% plan stages for review and confirmation of water main and service/meter locations, proposed water main alignment and connections and resolution of potential water main and meter conflicts with drainage and sewer improvements. Coordinate on any responses to OCU comments during plan reviews at each milestone submittal.	8					8
3.2 - Review the design survey to confirm the location of water mains, valves, hydrants, meters and associated service connections, and coordinate with OCU Engineering on the condition of the existing facilities.	8					8
TASK 4 - BID PHASE SERVICES						
Task 4.1 - Project Manual	8					8
4.1.1 - Prepare Project OCU Technical Specifications						
4.1.2 - Prepare Summary of Work and Bid Form to include OCU pay items, units and quantities.	4					4
4.1.3 - Prepare Measurement and Payment Section for OCU pay items	8					8
Task 4.2 - Attend the Pre-Bid Meeting and answer questions related to water main design	2					2
Task 4.3 - Respond to Contractor Requests for Information (RFT's) related to water main improvements during Bidding Process.	4					4

MANHOOR and FEE ESTIMATE - ORANGE COUNTY UTILITIES (OCU) WATER MAIN IMPROVEMENTS
AMENDMENT TO TASK NO. 31
WEST SECOND AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 * Services for Michael Galura Engineering Consultants, LLC *

Task Description (Effective Date : Revised December 28, 2020)	Principal Engineer (Galura)	St. Project Manager	Project Engineer	Senior Designer	Word Processor	Task Hours
Raw Labor Rate	\$110.00					
TASK 5 - CONSTRUCTION PHASE SERVICES						
Task 5.1 - Attend Pre-Construction meeting to resolve technical issues and answer questions	4					4
Task 5.2 - Review the shop drawing submittal(s) for conformance with the plans and specs.	8					8
Task 5.3 - Respond to Requests for Information (RFIs) during the course of construction.	12					12
Task 5.4 - Coordinate with the Town and OCU to perform site visits or attend construction progress meeting(s), if requested, to discuss issues to be resolved and accompany OCU during Final Completion inspection for the project	4					4
Task 5.5 - Review RECORD DRAWINGS from As-Built survey, including all water mains, valves and water meters/service connections. Prepare Asset Management Table per OCU standards.	12					12
TOTAL HOURS	182					182
TOTAL RAW LABOR COSTS	\$20,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,020.00
TOTAL NOT-TO-EXCEED COMPUTATIONS						
(1) Total Labor Costs:						= \$20,020.00
						=
Total Not-to-Exceed Amount						\$20,020.00

PROJECTS UPDATE MEETING JANUARY 6, 2021

For previous updates on each item please refer to December, 2020 meeting minutes

Attendees:

- Robert Smith, Town Manager
- John Fitzgibbon, Town of Windermere
- Nora White, Town of Windermere
- **Travis Mathias, Town of Windermere**
- Chris Sapp, Town Councilman Liaison
- Mike Woodward, Kimley-Horn Associates – **Not in attendance**
- Hao Chou, Kimley-Horn Associates
- Victor Gallo, Kimley-Horn Associates – **Not in attendance**
- Mike Galura, Michael Galura Engineering Consultants

1. **NPDES (National Pollutant Discharge Elimination System):** *The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States.* Since the Town discharges into the lakes we are required to maintain this permit. 10/18: MBG addressed additional comments for NOI and Annual Report. Per conversation with Jason Maron, response to audit is complete. Awaiting completeness and acceptance letter. Issuance of NOI, Cycle 4 pending. MBG will distribute forms to be used for compliance (i.e., fleet maintenance, erosion/sedimentation control, etc.). Community project scheduled for Saturday, November 3rd (clean-up on lakefront, etc.) per Scott Brown. Final reading for ordinance scheduled for November 13th TC meeting. TM to coordinate with Da'Shanta and Diane on distributing Stormwater pamphlets with Boat Ramp Keys. TM reached out to BC and PDCS as well. Town received additional comments for NOI from Jason Maron. MG to address and resubmit. Comments are minor – MG to try to have responses by next week. MG to work on additional stormwater related brochures for rack in front of receptionist desk. MG coordinate with Diane on Gazette articles and number of Gazettes' issued. MG to provide Town with public education brochures for front magazine rack. Mike had DEP public notice published in February 10, Sunday edition of Orlando Sentinel. Inquiries to be made to Jason Maron, FDEP. Expecting NOI to be issued this month. MG contacted Jason Maron, DEP, for status of pending NOI. Received violation by residential builder. Coordinate with Dianne on Gazette on stormwater related articles. Awaiting Notice of Public Petition to be published in Orlando Sentinel (to be published this Saturday). Once published, need to forward proof of publication to Jason Maron, FDEP. Proof of Publication for Public Petition from Orlando Sentinel forwarded to Jason Maron, FDEP. Issuance of NOI Cycle 4 pending (permit issued May 3, 2019). KH to pick up NPDES tasks from MG based on KHA being selected as Town Continuing Consultant. KHA will prepare NPDES brochure and in-house training schedule. MG to send SOP's to HC for NPDES compliance. HC to prepare brochure for stormwater related subjects. Articles to also be published in quarterly Gazette. Violations being documented. HC to prepare stormwater related articles for the quarterly Gazette. Training is will also be initiated (late March and before Memorial Day for Town employees). Subject will range from illicit discharge to stormwater and sediment control. HC preparing for FDEP audit. Jason Maron, FDEP, to be in Town 10/24 to review Town NPDES program. KHA will be working on Gazette article for next publication. SB to provide deadline for submittal. Monthly sweeping and documentation will continue. Two (2) violations noted by JF and coordinated with BC of Wade-Trim. KHA working on Illicit Discharge power-point presentation, scheduled for March/April 2020. Draft of

presentation to be provide to TM and SB in November. SB and KHA attended FDEP audit. SB and KHA to continue to coordinate with NPDES staff to provide documentation and forms. Supply KHA with street sweeping and vacuum truck quantities. Submitted article for Gazette. First training in March to include documentation forms. SB spoke to EnviroServices to map drainage infrastructure. HC coordinating with SB on street sweeping and drainage structure debris quantities. March training HC. KHA and SB addressing FDEP questions noted in their Ph II MS4 Cycle 4 Year 1 Focused Audit Report. Reply to be completed by March 2, 2020. ON schedule. Moving forward with Town stormwater inventory via CCTV all systems (to set the control point), GPS and building mapping system for recording, reporting and monitoring current and future needs/cleanings, etc. This will be a team effort through KHA, Enviro Waste Services and SB. Debris removals being recorded via HC. 2/3: HC provided MG with quantities for street sweeping. MG to include with STAR report to DEP. SB to provide estimate to TM for decanting of dewatering. SB to also work with Vacuum trucks to identify GPS locations and quantities per GPS location to monitor any issues. Article has been submitted for Gazette. KHA and SB has responded to FDEP questions on focused audit. Vacuum truck services have completed GPS and CCTV work at 12th Street and Oakdale. KHA and SB to work on how to get this information into GIS. Potential dates for training in April. Training slides sent to SB for approval (slides approved). Training session to be scheduled. First set of inlets from truck vac for inventory. Proposal to incorporate vacuum information. Tentative training to be conducted in July-August. Two sessions: 1) Public Works and 2) Police Department. SB to coordinate with Chief on scheduling training. HC to submit projected budget impacts for next FY. Gazette articles submitted. Vac trucks working on drainage structure inventory. All training material prepared per HC. Year 2 reporting due by June 2021 – may defer training until COVID-19 restrictions are eased. Thursday nights are best for training with PD per TM. HC and SB to coordinate on when the training can be conducted (for all Town Staff). KHA agreement approved at last TC meeting. Inspection for 505 and 1108 Dirt Main sent out by JF (now in compliance) for noncompliance. IPO approved. Documentation continuing for vac truck. Need to schedule 2 training sessions with staff (PD and Public Works). SB suggested a virtual training session. HC to provide copies of training documents and to coordinate with SB on dates of training sessions. Staff training dates scheduled. Training Sessions completed (October 2020). KHA working on standardized violation forms. 12/7/20 - Prepare standard violation forms. MG will send to HC. No reporting to DEP required till next year (Year 2 reporting). 1/6/21 Ongoing.

2. Orange County LMS: Orange County Local Mitigation Strategy (LMS) is comprised of the County and other governmental jurisdiction within it to plan and prepare for natural disasters. These projects are funded by FEMA. FEMA has dedicated \$15 million to the County to fund various projects. TOW has submitted 7 projects for funding including W Second Ave. This is a 25% match program. The process takes about 2 years. 10/18: MBG ask Jason Taylor for status. MG to review comments for 5 HMGP projects from DEM (Douglas Galvan) and address within 15-days for 5 projects. MG to resubmit by DEM timeline. MG resubmitted revised Pre-Disaster application for funding of Preliminary Engineering for West Second Avenue. Geotechnical and Surveying services were not eligible because the services were performed before the Hurricane Irma disaster declaration. Awaiting word on technical review of HMGP applications. Update on Hurricane Irma HMGP applications (contact Douglas Galvan on status update). LMS Working Group Meeting scheduled for later in May (May 22nd). Jason Taylor encouraged the submittal of applications for Tier 3 projects under Hurricane Michael disaster declaration. JT feels that there will be substantial money available due to rural and smaller communities in the Panhandle not being able to provide matching funding sources for

HMGP applications. MG to notify JT of budget change for West Second Avenue for Preliminary Engineering. KHA to work on Hurricane Michael applications (due August). MG to continue on Hurricane Irma tasks. MG to address comments from Mitchell Plummer, Engineering Specialist, Mitigation Bureau, Florida Division of Emergency Management by 07/12/2019. These projects are:

- 4337-693: 3rd Avenue and Magnolia Street Drainage Improvements;
- 4337-694: 6th Avenue and Butler Street Drainage Improvements; and
- 4337-695: 9th Avenue/10th Avenue and Oakdale Street Drainage Improvements
- 4337-697: West Second Avenue TM executed agreement and it was sent back to DEM for their execution and authorization to proceed with the Phase I design services.

DEM is reviewing the technical/engineering aspects of these projects for eligibility, feasibility and cost-effectiveness.

MG to attend LMS meeting on Wednesday August 21st at Orange County OEC (10:00 am). MG mentioned money may be available under Tier 3 funding for Hurricane Michael. Town to consider projects.

MG is to submit an HMGP for the Lake Down retaining wall under Hurricane Michael. Project will only be eligible under Tier 3 money. Applications considered by the State (DEM) is on a first come, first serve basis.

MG continuing to prepare HMGP application for the Lake Down retaining wall improvements under Hurricane Michael. MG to e-mail DEM engineers for application status for Hurricane Irma. MG re-submitted Lake Down Wall Improvement project to Daniel Negron, P.E., Orange County Public Works, for consideration by the Planning Committee for endorsement.

Initial approval for West Second Avenue Phase I Design with funded budget of \$80,000. After Phase I is complete then Phase II for Construction will begin. Estimated total cost is \$900,000 for both phases. Still waiting to hear back on other 3 projects.

Administration change at the Orange County LMS. Jason Taylor no longer LMS Manager.

Executed contract. Waiting on FEMA to sign. MG to revise scope and TM to work on title search for end of Second Avenue and easement. Public workshops will be included again. 18 months since last meeting. 2/3 MG prepared first quarterly report to Douglas Galvan, DEM (September-December 2019). Final design for West Second Ave to be on TC agenda for February 2020 meeting. MG emailed LMS and received RAI for two projects. MG to respond by /10 deadline.

MG submitted FEMA-4399-DR-FL HMGP application for Lake Down Retaining Wall to Kathleen Marshall, FDEM, Mitigation Bureau, on February 25, 2020. Project will be considered for Tier 3 funding under Hurricane Michael.

MG address environmental comments from DEM regarding applications 4337-693 (3rd Avenue and Magnolia Street) and 4337-694 (6th Avenue and Butler Street). The comments were from Kayla Born, FDEM. Two projects were considered ineligible for HMGP funding by the FDEM. These projects are 4337-695 (9th/10th Avenue and Oakdale Street) and 4337-696 (9th Avenue and East Boulevard Regional Stormwater Pond). RS mentioned infrastructure stimulus package may have money available for CIP's.

Received notification from DEM (Douglas Galvan) that Project 4338-443-R (693) 3rd Avenue and Magnolia Street Drainage – Phase I (Design and Permitting) has been approved for funding under the Hazard Mitigation Grant Program (HMGP). The Project Total Cost under Phase I: \$72,500; Federal Share: \$54,375; Local Share: \$18,125. The contract with DEM will be forthcoming for the Town's execution.

Reimbursement Request No. 1 processed by the DEM. Additional information submitted to Claudia Purser, DEM regarding 9th/10th and Oakdale and 9th/East Boulevard Regional Stormwater Pond. MG to follow up with Claudia on status of additional information. MG to prepare and submit quarterly report and Reimbursement Request No. 2 by the first week in July.

Second quarter reports sent to TM for his digital signature. Awaiting execution of two new project contracts with DEM.

New quarterly reports forms prepared and executed by the TM for the three (3) Town project – 4337-297-R (West Second Avenue); 4337-443-R (3rd Avenue and Magnolia Street); and 4337-449-R (6th Avenue and Butler Street) and submitted to Douglas Galvan, FDEM. All contracts executed and quarterly reports submitted. MG submitted an exhibit locating the three projects on a single Location Map to Paola Sullivan, DEM. Attended LMS Working Group meeting last month to discuss LMS projects and any other topics. Discussions on residential safe room funding. Manny Soto (City of Orlando) – Steering Committee chair; Daniel Negrón (Orange County Stormwater Management Division) – Planning Committee chair. HC to provide typical section for 7th and Butler Street. Workshops and public meetings scheduled in October. Typical will be applied. Contract for three projects pending from DEM (FEMA Project No. 4337-443-R). HC submitted quarterly report for three projects (contract pending). 11/2/20 Contract for three projects pending from DEM. HC submitted quarterly report for three projects (contracts pending). 12/7/20 - TM provided brief discussion regarding CCNA as it relates to procurement of the HMGP grants. TM had discussions with Gray-Robinson. TM to have 2nd zoom meeting with Gray-Robinson 12/8/20. **1/6/21 Bessie and Butler has been RFQ. Due on 1/11.**

3. **FIRST Avenue and FOREST Street Drainage Improvements:** Grant awarded to TOW to address flooding within the Basin. 10/18: MBG awaiting all cancelled checks to prepare reimbursement form to SFWMD (Nestor Garrido). No further complaints on the project. Town is monitoring system for condition and adjust as needed per TC directive. Vacuuming service

RFP sent out by SB. Bid opening November 8th at 3:00 pm at Town Hall. MG to still look at possibility of covering grates on roadway. MG submitted initial request for reimbursement. SFWMD responded and needs unique Town invoice number to process request. Debbie Wilson provided MG with unique Town invoice number. MG resubmitted invoice to Nestor Garrido. Town received \$175,000 reimbursement from the SFWMD. Project Complete. MG to review alternatives to grates in lieu of Mack Concrete's recommendation to cut inlet top and precast top with manhole frame and cover. Potential filter per JF – test site. Further evaluate grates on First Avenue on whether to cap or maintain. MG to apply for DAC Recovery funding from DEM. \$31,564.07 is requested for DAC funding. MG to work to submit next week. DAC application submitted to Amanda Campen, Florida DEM, Bureau Chief of Recovery, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32301 on July 1st, 2019. MG to follow up on submittal. KHA to review drainage system and provide Induvial Project Order (IPO) for recommendations and possible upgrades. Data collection for project fix. MG provided topographic information to SB per resident request. Project completed; reimbursement received. KHA to address additional concerns regarding project improvements. IPO released to KHA on analyzing alternatives to maintain stormwater within the Town right-of-way. HC to provide summary to TM. Draft Report to be submitted to TM and SB by Monday 10/7. KH submitted draft report to TM and SB. TM and SB have reviewed and have no comments. KH to submit final report with opinions of probable construction costs. HC reviewed DRAFT report which will be revised and submitted to SB for review. TC meeting on 12/18 for discussion of the report. Final report submitted by HC to TM and SB. Workshop with TC scheduled for January 28th (KHA to present). TC to review scope of concept design. KHA completed and presented study to TC during January workshop. Recommend adding 24" connector to existing culverts on Forest to assist with high demand discharge events and high-water conditions, as we have been seeing for several years. Further provided alternative road options, dirt and porous for considerations. Also provided recommendation to alleviate private lot drainage via property owners providing drainage easements to place a culvert system in to discharge their private lot drainage. March 4th: March 10th presentation to TC on recommendation for improvements to First Avenue and Forest Street drainage improvements. David Hansen mentioned the OC has a project the Town may wish to explore relative to establishing swales or berms on both Town and Residential properties with appropriate landscaping. TM and David to coordinate with Councilmember Andert for more info and see if we can incorporate in the Butler, Bessie and Forest projects. KHA will prepare three IPOs for March Town Council agenda. KHA to review survey files previously provided by MG. KHA to include septic drain fields in project survey. Schedule kick-off meeting – TC approved one CIP – upgrade and include equalizer pipes and swale details. IPO expanded to include topographic survey in private property. Rain event monitored by KHA. First field visit conducted as well as kick-off meeting. KHA completed field visits and prepared drainage maps to prepare conceptual construction plans. PEC Surveying and Mapping conducting survey work. KHA to present to TC in July (tentative). Rain events to be continued to be monitored. Meeting to property owners before TC meeting. MG to coordinate with HC on modeling of W. Second Avenue as part of the First Avenue and Forest Drainage Improvements. Schedule kick-off meeting – TC approved one CIP – upgrade and include equalizer pipes and swale details. IPO expanded to include topographic survey in private property. Rain event monitored by KHA. First field visit conducted as well as kick-off meeting. Drainage analysis and conceptual design underway. Coordination with MG on W. 2nd Avenue. Meetings to be scheduled with residents upon completion of the conceptual. Concept and approach to tentatively presented in two (2) weeks. VG conducted review and will provide TM with update after storm observation. Workshop on 9/22. Concept plan to be completed this

week and submitted to the Town for review next week. HC to utilize same typical section as 7th and Butler. Redundant outfall pipe and swales to be presented by KH as part of workshop with TC. KHA to complete plans by December 2020. Zoom meeting to be conducted with residents. MG to send ICPR model to VG. 12/7/20 – 90-percent plans to be submitted in two weeks and to the SFWMD for permit modification. CS asked if a workshop is warranted. **1/6/21 90% Plans submitted, met with John F in field and he had some comments. We implemented and will resubmit this week. John F to meet with residents to discuss before KH finalizes plans.**

4. RR ROW (Sidewalks, Multi Modal Path, RR ROW): Town Council approved the purchase of the Ward/DP Lynn interests in the Railroad ROW. Once acquired the Town would be able to use the property for various projects: multi modal, stormwater, and landscaping) This would also allow for possible property swaps with those that own the RR Row so the TOW would have a continuous corridor from 12th/chase to Windermere Rd. 10/18 November 1st advertising period. TM working on negotiations for property swap. Conceptual design will commence once the property agreement is finalized. SB is coordinating with the Rubio's on property donation adjacent to Lake Down-Lake Butler canal. Still waiting on Wards. Awaiting on closing on property swap with the Town. Expect closing in April. Next agenda for resolution to vacate 20' on Dirt Main and provide it for the property owner (Ward). TM negotiating with property owner adjacent to Lake Down canal. The closing is next week. TM providing information to closing agent. Workshop held Monday night. TC approved property swap. TM to talk to residents on Lake Butler Boulevard for swap/purchase of RR property. SB still talking to Rubio's, updating TM on status. TM looking for funding sources for project (FRDAP, etc.). Rubio's agreed to donate land pursuant to conditions to be addressed by the Town. To be on July TC meeting. TM sent documents to Sorenson. SB to discuss contract with Rubio's. Heather to draft agreement for Rubio's. TM – after property acquisition, review multi-modal concept plan with Wade-Trim or KHA. SB working on funding opportunities to design project. To be named Windermere-Ward trail (prototype name – provisional). SB still negotiating with Rubio's – language in agreement for disclosure statement. Gray-Robinson to prepare agreement language for the Rubio's to approve. Memorial plaque to be provided as part of the agreement. No change. SB continuing to coordinate with the Rubio's regarding donation of railroad right-of-way property. Sorenson property in closing stage. Anticipated completion by December 2019. Scott spoke Rubio and will continue to coordinate with Rubio for their review and signature. TM to work with both KH and Wade Trim on survey, concepts and design from North to Park Ave. Rubio property donation completed. Phase I will be from Park Avenue to North Avenue. Funding to be applied through the MPO TAC. KHA working on scope for Concept Design. TM received scope and under review for approval at January TC meeting. KHA moving forward with the concept design phase. Project added to OC tax increase project list for possible funding source as part of a regional trail. 2/3 IPO approved at January TC meeting. Windermere WD looking to help fund portion of the project. LRP needs to select stake-holder to represent at coordination meeting with various boards. TM to schedule first stakeholder meeting in February. Meeting occurred in February. Direction was given to KHA on look and feel of walk way. KHA and SB have a site visit scheduled in March. After the field visit, KHA will prepare draft concept for TC workshop. MW presented preliminary alignment for multi-modal path and concept plan for typical sections. The alignment is a curvilinear alignment with a 10-foot width in an elevated section along the top of the existing berm. Discussion regarding public meeting – pending on when a public meeting can be held. KHA to amend plans to remove elevated path. TC workshop to be scheduled by SB/HC. Present to LRP/TB in July prior to TC meeting workshop in the end of July for conceptual approval. IPO to be prepared for final design upon approval by TC of conceptual

plan. TM to secure some initial funding for the project (without pedestrian bridge). Information to be ready by 6/12 for TB meeting on 6/18. Review plan with LRP on 6/25. Property on 10th Avenue, alignment to be adjusted. TM discussed with LRP and TB to be submitted to TC for conceptual approval of plan at next TC meeting. Coordination with Ocoee, MW provided multi-modal information. Once concept is approved, TM to take to West Orange for funding opportunities (connection to West Orange Trail). TM to request IPO from Mike Woodward, KHA. Work with TB regarding tree selection. Work with residents on type of vegetation to be planted. Include separate Add-Alternative for bridge. Need probable cost for pedestrian bridge. IPO for pedestrian bridge was approved to KHA. CS discussed KHA third party vendor for provider of pedestrian bridge. KHA will serve as liaison for bridge design. Vendors will present options to KHA and the Town for selection of preferred bridge structure. TM and MW working with West Orange Alliance on funding for the project. Pedestrian bridge is separate IPO. Provide multi-modal links. April 2021 funding to be considered by WOA. Meeting regarding pedestrian bridge scheduled for tomorrow. 12/7/20 - TM and MW has been working with West Orange County Health Care alliance regarding interconnectivity and connection between Windermere and Ocoee. NW got closing documents from Gray-Robinson for TM to review and approve. **1/6/21 RW conveyance has been completed. Robert to confirm with Gray Robinson.**

5. W. Second Ave Roadway and Drainage Improvements: Town Council approved the widening and stormwater projects for West Second Ave. Staff met with public and have a conceptual design. Staff waiting on Orange County LMS response for funding before design can be brought back to residents and TC for Approval. 10/18. No change. Awaiting Notice of Funding from FEMA/DEM from Hurricane Irma. MG to address comments from DEM (Douglas Galvin) regarding project costs. MG addressed with Douglas Galvan. MG to coordinate with Douglas Galvan, DEM, on project status. No Change. MG e-mailed Douglas Galvan – no response to date. Applications under technical review – fiscal review complete. Continue to fill in edge of pavement. None. MG addressed RFI's from DEM Environmental Reviewer regarding project limits (project limits in latitude/longitude format). No change. MG to request status of HMGP application review. Still waiting on LMS contract. TM to coordinate design approval and workshops. TM executed Phase I agreement and sent back to DEM for approval and authorization to proceed. Total authorization is \$79,400 (75% Federal, 25% local share). Awaiting on executed contract with DEM for authorization for Notice to Proceed. Need easement and title search to be conducted to verify existing rights-of-way/easements. Also, more public hearings to be scheduled. 2/3 Coordinate with Gray-Robinson on title search for "right-of-way" for stormwater outfall to Wauseon Bay/Lake Butler. TM – pave Old Main from 2nd Avenue to Canal (IPO by KHA). TM emailed GR. MG submitted 4th Quarter report to FDEM in compliance with the executed contract conditions. Next quarterly report to be submitted by April 15, 2020. MG to coordinate with Gray-Robinson regarding title search for existing right-of-way bisecting West Second Avenue for stormwater management outfall to Lake Butler/Wauseon Bay. MG to coordinate with Diane Edwards on reserving Town Hall for 2 public forums (east of Pine Street/west of Pine Street). MG to coordinate with Wade-Trim regarding the existing 2" water main on West Second Avenue for upgrading per the water master plan. RS and MG to also meet with cul-se-sac owners regarding the Town taking over the cul-de-sac if agreed on with owners, including the securing of outfall easement to Lake Butler/Wauseon Bay. Title search by Gray-Robinson revealed that no rights-of-ways or drainage easements exist where originally mapped by the Orange County Property Appraiser. Their maps were updated to reflect no right-of-way or drainage easements. A public forum is to be scheduled (pending on pandemic lockdown) to solicit drainage easement(s) from residents. Mike Galura will

coordinate with Scott Brown, Hao Chou and John Fitzgibbon on PRELIMINARY drainage design. TM to schedule a Town Hall Meeting for specific residents regarding the outfall easements at the middle of the project and at the end of the project (cul-de-sac). June may be the tentative month for a face-to-face public forum. MG to re-print presentation boards for public forum. MG to also coordinate with WT on relocation and re-construction of existing water main as part of roadway improvements. MG to have updated presentation boards prepared for public forum. 2nd quarter report due first week in July. MG to coordinate with SB, JF and HC on design plans and calculations. Three meetings: 1) East of Pine Street residents; 2) West of Pine Street residents; 3) Cul-De-Sac residents. MG conducted video conference call with SB and KHA (HC, VG) to discuss peer review comments by KHA. MG to amend plans accordingly. MG to coordinate with WT regarding water main design to be incorporated with the plans. SB and WT coordinating with OCU regarding the water main design. Tentative August 5th meeting with OCU. Quarterly report submitted to Doug Galvan by TM. MG prepared and submitted Reimbursement Request No. 2 to Doug Galvan. MG continuing to revise plans per KHA peer review and prepare boards for public forum(s). MG to submit revised computer models to Victor Gallo, KHA. Schedule to have 90% plans completed by September. TM and MG to conduct Zoom meeting with residents on public forum. Three (3) virtual public workshops conducted (East of Pine Street; west of Pine Street; cul-de-sac). Minor comments received that MG will incorporate into the final plans. Expecting more comments. Comments and discussions include avoiding large trees, locations of speed humps, stop signs (at Pine Street), lane widths, curb type etc. Continue public forums with stakeholders on discussions of project design. MG working on quarterly report and time extension request. MG to review side street extensions pursuant to Zoom meeting inquiry by resident(s). MG to only look at double stack on side streets instead of extending Forest Street. MG discussed water main improvements with Mike Demko, Wade-Trim. What was proposed in the Master Water Plan report is to replace 6" water main west of Pine Street to 8". 4" water main to terminus would remain the same size. 8" water main size between Main Street and Pine Street would remain the same. No additional fire hydrants proposed on 2nd Avenue pursuant to Master Water Plan. **1/6/21 Mike G will provide update.**

6. Downtown Lighting Project: The Town of Windermere recently changed from halogen to LED lights. We are now working on getting additional lights in areas but looking to work with Duke on process/need/cost. In addition, we are working with various companies looking to co-located small cell towers on our existing lighting. 10/18 Crown Castle considering 5G cell towers in Windermere. No applications received by Brad Cornelius (BC) as of yet. Working on application process. SB talked to Mike Smith, Duke Energy, for light/pole installation and FDEM permitting. TM needs application, cost estimate and clarification on policy. Major corridors (Biscayne – 12th Avenue to Windermere Road) and residential areas (Top Hats) for lighting envelope. No response from Mike Smith on SB's e-mails. Continue to follow-up with Duke Energy on street lighting. Send e-mail to Debbie Clements. SB met with Mike Smith last week. Look at photo metrics for area north of canal where it is currently not lighted. Still waiting on Duke Energy on photo metrics. SB waiting on Mike Smith. No change. New liaison with Duke. SB has received monthly cost from Duke for lighting from Parkridge Gotha to North. Duke to provide construction cost estimate for what Town is responsible for. Anticipated receipt from Duke in 60 days. Possible item at the Feb 2020 Board Meeting. Mike Smith to provide costs for lighting based on concept drawings. Mike Smith provided cost to SB. From Parkridge-Gotha Road to Lake Down-Butler Canal, it would cost \$240,000 during the day and \$280,000 for night work (Construction and MOT). 2/3 Need flood lighting for Windermere Wine & Dine. Nothing further at this time. Lighting may be

incorporated into the multi modal pathway project. No new updates. On hold, awaiting stimulus money. TM to meet with Duke regarding franchise agreements and whether additional lighting can be provided to the Town. SB video-conferenced with Duke Energy. Discussions on MOT during the day by working within the existing right-of-way. SB directed Duke on their phasing plan and updated costs for each phase. SB spoke with Duke contractor on line alignments. Duke to return with options and associated costs. Town tentative funding in FY 2022. Still waiting on Mike Smith regarding costs. Still awaiting Duke Energy. Awaiting on Mike on lighting project. -SB to reach out to Duke Energy to get the prices for undergrounding utilities. Relocate lighting adjacent to Town Administration building. SB corresponding with Duke Energy (Kara). SB waiting on new contractors to get on board. 11/2/20 SB waiting on new contractors to get on board. Adding two lights along rear of Town sidewalk. (Previously located in front of old Town Admin building). 12/7/20 - TM to coordinate with JF on light locations based on access to power. **1/6/21 Fixture heads have been approved and JF will get cost from Bright Futures. Will get PO done and will set poles.**

- 7. Signage:** TOW looking for consistent signage within Town. Part of Branding Revitalization. Street signs have been installed along major roadways. Now focusing on interior signage to make sure they are correct type, meet specs and are justified and enforceable. 10/18: SB to look into Parking Directional Signage when 5th/Forest is complete. Town Entrance Signage placed on hold. SB to look at parking directional signage. Parking directional sign ordered by SB. SB to meet with contractor on parking signs and public parking signs. Keep 10-ton weight limit for bridge over canal. SB to order sign for 10-ton limit. Parking signs are expected to be received this week. New speed limit signs installed by SB. Look at installing DO NOT BLOCK INTERSECTION signs at intersections. SB to look to add in next round of regulatory signs. Most signs have been maintained by PW. Some signs may need to be replaced due to age. SB to monitor. SB awaiting quotes for flashing beacons. DO NOT BLOCK INTERSECTION signage to be included in next FY budget. Re-visit event signage – coordinate with LRP. No change – Advanced warning “Stop Ahead” beacons have been ordered and will be installed at approach to Windermere Road on Maguire Road. Beacons on hold due to backorder at manufacturer. PW to continue to maintain sidewalks. Posts were received but were damaged and were return. LRP tabled entry and event signage for next meeting. Footers laid for the 2 beacons. Start upgrading regulatory signs. Main and First pedestrian signage – LRP to prioritize. LRP prioritized First and Main. New signs and decorative posts have been ordered to replace existing from Parkridge Gotha to downtown. New signs and decorative signs completed. Upgraded all regulatory signs from Parkridge-Gotha to downtown. Working on first reading for Ordinance for right-turn only and fine amounts for violations. Radar trailer purchased by PW (can be used for educational purposes). New and regulatory signs have been completed. 2/3 Take pictures of new pedestrian cross-walks and post on Town website (Windermere Rd and Main). Order signage for southeast quadrant. New no right-turn signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. LRP made recommendation for RFW w/sign company to design, construct and operate Town Facilities event and gateway signs. PD monitoring, will get count when traffic patterns return to normalcy. Hold off on internal signs. Park Avenue signs to be updated. CS to set up LRP meeting – schedule workshop in August-September. SB put signs on bridge. Park Avenue signage ready to go (SB spoke with contractor). Resolve issue with property owner and WT on

signage. SB and CS discussed with LRP and they need more information on scope of work. SB should have some notes to CS sometime this week to get a signage company onboard regarding the Town's brand (beyond regulatory and traffic signage). SB reached out to OCPS for design processes. Looking at capabilities of companies currently contracted with the TOW for design. LRP will make final recommendations to TC. Individual IPO's for signage discussed. Documentation to be sent to TM for TC agenda. To be done under KHA master services agreement. To be presented as an LRP item. Upgrade 6th Avenue. CS to send summary to LRP. Upgrade 6th Avenue. 12/7/20 - CS to send summary to LRP. Upgrades to be completed this week. TM to coordinate with Duke Energy. 1/6/21 Poles getting replaced with new upgrades on 6th Avenue.

8. New Facility: Awaiting preliminary DD budget numbers from HJ High. Coordination with MW regarding impact to roundabout from new facility construction. JF to coordinate with ADG for modifications and scope on 6th Ave including ingress-egress to the library. This was not part of the original budget and will be priced separately for Robert to determine budget parameters. Maintenance Bldg. will be priced separately since it was not included in the original scope. The arborist was on site Friday May 2nd to perform air spading the trees that are to remain. The report will indicate tree root pruning plans. Determination was made that no special foundations will be required based on proposed building foundations and existing tree root extent. JF working on AIA102 form for GMP for review in July with HJ High. Early demo and foundation packages plan to be submitted in August for pricing and contracting. Demo tentatively to be completed 8/1. Meetings this week with design teams. JF to send current design schedule to Robert for TC. JF/ADG to present update to TC by 7/28 (workshop). Any TC directions can be approved at August meeting. Two workshops to be conducted per TM. Transition into construction document phase. Anticipate having demo package by mid- to latter part of August. Preliminary construction meeting to be conducted before demolition. Provisions for ventilation requirements for COVID-19 to be considered as part of budget increase. Received 50% CD set from ADG Thursday of last week. JF and Stephen Withers to prepare redlines and schedule meeting with ADG to further discuss. ADG working on 50% CD budget. Bidding abatement out. Abatement will be done as Change Order to. Waiting review comments from HJH. TM – request waivers for demo contractors (hold Town harmless). JF coordinate with demo contractor on turning off power. CS – coordinate on salvaging of materials from Town offices to be demolished and documented. 60% CD's complete; 90% CD's expected September 30, 2020. Demo package out to bid with HJH. Demolition to begin mid- to late October 2020. Coordination with all utilities continuing for disconnection. Gas has been disconnected as well as all Spectrum Business services. FDLE Server waiting to be relocated. Once server is relocated, power will be cut off and removed from old facilities. Coordinating salvage of old material from building with Tom Strupe and George Poelker from the Historic Preservation Board. Doing final selection with Demo contractor. Selection based on low qualified bidder. Abatement completed. Air quality test conducted in existing facilities. Pre-construction meeting with demo contractor TBD. 100% CD's expected by end of week. Looking into perimeter fencing prior to demolition. Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit for permit fees for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving). Expect NTP in December with 10-12-month construction timeline. 11/2/20 Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit

for permit fees for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving).

12/7/20 - JF had meeting with site contractor. Hope to have GNP soon. JF to coordinate with Computer Business, Spectrum and contractor regarding all infrastructure to be installed. Construction timeline is expected to be the same – to be discussed with contractor. **1/6/21 Working on finalizing all GMP contracts paperwork. JF to review changes with Guy Haggard to finalize all forms.**

9. Temporary Facility Update: Approved KHA for the temporary facilities site plan (including survey). Preliminary arborist report received. Finance to be including in all meetings. 2/3 Finalized temporary facilities schematics (501 Forest Street). Will need to take site plan to DRB for approval (Brad Cornelius). DRB scheduled for February 18th. Present to TC February 11th. Scheduled for approval at TC on March 11th. Temporary facilities site plan has been reviewed and approved by LRP, DRB and Tree Board. Pending final approval from TC in April. JF needs to meet with residents. JF received pricing and it looks to be within budget. Final temporary site plan provided by KHA and under review by Wade-Trim. JF working with HJ High on breakdown of cost for temporary facility to submit to TC on 4/28 virtual town council meeting for approval. Timing for relocation and prep for demolition is currently under review. Temporary facilities approved by TC. Minor landscaping to be provided during the duration of temporary facility. JF sent TC draft of contracting format for review – to also be sent to Heather Ramos (Gray-Robinson) for her review. Construction to begin in June (tentative) per JF. Construction estimated to be 30-days. TM to coordinate with staff and PD regarding the move to the temporary facilities. Change order with HJH approved. JF working on Final trailer layouts – including lease agreement for Town and will general liability on trailers with Nora. JF to coordinate with KHA on site plan to be submitted for permits (BC). Phone services to be worked directly with CenturyLink. JF to coordinate with Town and Clinton on servers. TM to meet with adjacent property owners 6/3. Temporary facility site grading completed. Awaiting trailers from manufacturer. Anticipate July 31st for turning over facilities to staff. JF to coordinate with SB regarding trimming of trees along Forest Street for building delivery. Discussed with contractor regarding timing of demolition in relation to provision of internet access by Spectrum. Last week decking completed and final electrical completed. Met with Duke to set meter to be turned over to the Town. PD moved some items over to temporary facilities. Furniture are in the trailers per JF. JF to coordinate with NW and Dorothy on office setup. Currently no power in the temporary facilities. Fiber optic is in. Awaiting on server depending on power from Duke. Trailer skirting pending with landscaping to be done afterwards. Power on in all temporary facilities. Everybody relocated and operational. All Done! All power in place for Administration and PD. Temporary facilities complete. 12/7/20 - No change. **1/6/21 100% closed out. Delete off list.**

10. Fernwood Park Improvements: \$50,000 Awarded for Fernwood Park improvements. 10/18 SB working on RFP for Park Improvements for Fernwood. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. All contracts signed. SB getting surveys done for site. Have not received Notice to Proceed. Awaiting boundary survey which is required per FRDAP. All commitment documents submitted to FDEP. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. Notice of Commencement received from FDEP. 5-year CIP list to be built (SB to coordinate). TM requested items to be put on March/April TC agenda. Got Notice of Commencement. Come up with priority list for capital projects. PR to have a CIP list for SB.

Central and Fernwood to be priority for FRDAP. SB has received cost estimates for drinking water fountains and butterfly garden. Dock quotes to be solicited by SB. Shoreline clearing will be in next FY budget. SB awaiting prices to remove invasive species from vendors. Dobson has removed invasive species in upland areas. Trees will also need to be removed. Aquatics company will continue to treat vegetation in waters. FWC and Orange County EPD permits have been amended. Invasive species being removed. Boardwalk concept pending based on removal of additional vegetation along projected alignment. SB stated approximate ETA for design is 6-months. Took down some large invasive trees. SB met with PR on footprint for trail and walkway. Obligation for boat ramp repair. Deadline to complete in 14 months under FRDAP conditions. Contractor is developing draft footprint and estimated cost for the boardwalk. Contractor provided SB with quote for the design, engineering and permitting of elevated nature walk. Nature trail in design phase by Contractor. Final concept drawings completed. Moving into construction plans and scope of work. 2/3 Final concept prepared including elevated nature trail. Sent to PR for review. Concept in design. FRDAP schedule through April 2021. TM and David Hansen to coordinate on driveway within the park. Partnership with OC, FWC and TOW. Need to stabilize the driveway and launch area. David Hansen to help guide Town through OC permitting and variances. Video conference with SFWMD – will require a permit for the boardwalk. Meeting with Orange County EPD – 2 permits required including tree survey and wetland delineation. Draft concept prepared, beginning preparation of construction plans. 4-6-months estimated for design. FRDAP grant deadline April 2021. 5K run has been postponed, but not canceled. SB working with OC EPD on wetland delineation. Surveyors are picking up wetland flagging. Also virtually met with SFWMD on permit submittal. FRDAP forms sent to TM for execution. TM coordinating with FDEP regarding parking configuration. SB said that the SFWMD is requesting an individual permit for the boardwalk due to encroachments to Sovereign submerged lands. FRDAP grant application withdrawn. Meeting tonight at 5:00 pm to discuss. Town to conduct a charette for presentation (to be conducted on Zoom). Coordinate with Councilman McKinley on P&R input. No changes. Getting charettes and scheduled for the residents. TM to discuss with Councilman McKinley on opening of Lake Street Park. TM to ask PR to complete and close-out. PR to determine what to do with boardwalk. 11/2/20 PR to determine what to do with boardwalk. 12/7/20 – Pending. **1/6/21 On hold until we get RFQ completed. Travis M. to contact companies and get quotes for dock fix.**

11. Central Park FRDAP Grant: \$50,000 Awarded for Central Park improvements. 10/18 SB working on RFP for Park Improvements for Central Park. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. SB getting surveys for site. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. SB getting quotes on drinking fountain and Frisbee golf baskets. SB expects quotes this month. Also getting quotes on exercise stations and drinking water fountain. SB waiting on final quotes for exercise stations. Will need to coordinate with OCU on connection for water fountains. PR recommended wood as opposed to metal exercise equipment. Still waiting on final quotes. Coordinating with OC Utilities for meter for drinking fountain. PR recommended metal as opposed to wood. Exercise equipment and drinking fountain (including water meter hookup) to be considered for TC agenda. Repairs completed on split rail fences and walking trail. SB expects Central Park improvements to be completed within the next couple of months. Include maintenance schedules from exercise equipment. Exercise equipment has been ordered. SB is coordinating to have the water meter installed for the drinking fountain. Exercise equipment installed. Awaiting OC for water meter installation for drinking

fountain. OC completed water meter installation. Exercise equipment completed. OC meter account set up and active. Awaiting meter to be activated. Signage has been ordered, awaiting receipt of signs to be installed. TB to secure a landscape architect (with certified arborist) for tree mitigation plan. Signage installed. Met with Andy Eason (grants manager) to review, take photos, and go over close out documents. Finalizing Limitation of Use agreement to be recorded with OC, As Builts, expense records and final documents. 2/3 Close-out phase initiated. Determining what is required for the close-out document. Tree Board to focus on site for tree plantings. SB met with grant manager to close out. Grill has been purchased which was the last item to upgrade picnic area. Central Park completed. Walk-through conducted by SB and Andy Easton. Project is completed – Project completed. MG submitted signed and sealed As-Built plans to SB. Awaiting reimbursements. TM to execute paperwork. TM to execute paperwork. 1/6/21 Nora sent Andy all requested documents. Robert Smith to follow up.

12. Cross Walk Improvements: W&D has funded two cross walk improvements. First one on Second/Main and the next on 6th/Magnolia. 10/18 Two additional locations – 6th Avenue east of Ridgewood, and Main Street near Estancia. Funded one cross-walk. Location to be determined. Consideration for cross-walk locations: 1) 6th Avenue near Ridgewood Drive; 2) Main Street near Estancia. LRP to make recommendation and present to TC for approval. LRP has reviewed and approved Johnson Park crossing (east of Ridgewood), to be presented to TC for approval. More usage and higher volume of traffic. Cross-walk improvements completed. Look at an additional cross-walk based on availability of funding. LRP made 2 recommendations – 1) Estancia; 2) First Avenue and Main Street. Retrofit existing cross-walks. LRP recommendations made. Awaiting funding. No change. Waiting on Windermere W&D funds. No change. No Change. Awaiting on Windermere Wine & Dine. Crosswalk on Windermere Road and Main should be completed soon. 2/3 Windermere W&D agreed to fund new cross-walk at 1st Avenue and Main Street. On TC agenda for 2/11. Windermere Road and Maguire Road has been completed. TC approved RRFB at Main Street and 1st Ave. Footers have been poured. Awaiting deliveries for RRFB's. RRFB's completed at Main Street and 1st Avenue and operational. Nothing additional. Waiting on W&D. W&D to conduct event in March 2021 for sponsorships. TM to meet with HPB. 12/7/20 - W&D to conduct event in March 2021. 1/6/21 No update.

13. 1887 Schoolhouse: HPB and Tree Board have worked on the planning and implementation of repairing and improving the grounds and structures. Currently HPB is looking at making sure the building is sound prior to making additional improvements. SB sent out various requests for contractors and engineers to look at to no avail. In addition, SB was able to get a vendor to take care of the grove area to make sure it is well maintained and healthy. 10/18. Approved to replace citrus trees that have died and contract with maintenance firm. HPB to make decision on structure analysis. Working with Amanda Black on search for architect. HPB still searching for tree/grove maintenance. Architectural evaluation approved by TC. Based on architectural evaluation, HPB will generate a CIP. Architectural evaluation awaiting. The architect has conducted initial condition of schoolhouse. Architect to return to review the condition of the schoolhouse. Architect has returned several times to continue to evaluate. Architect sent in plans to Town for review. SB to be liaison for Eagle Scout project. HPB working with architect and on future CIP. HPB creating scope of work based on architect's evaluation. HPB still having open discussions regarding the architect concept. HPB meets 1/8/20. HPB discussing options for materials to use and style of final look. 2/3 HPB still having discussions. To keep status on National Historic Register, HPB will need to maintain the

same architectural look. HPB had conference call with SHPPO about signage and marker. No changes. TM to meet with potential volunteers for community hours. No changes. 12/7/20 HPB met and agreed to remove sidewalk around schoolhouse facility due to drainage issues. TM to address this week. **1/6/21 Completed.**

14. Street Sweeping: Best Management Practice (BMP) under the stormwater NPDES program. 10/18 Ongoing. MG has article to send to TM, SB and JF. Ongoing. HC to consider street sweeping article for Gazette. No change. Ongoing. KH to prepare article in Winter Gazette about street sweeping. Due date is 11/22. MG to get street sweeping quantities from SB and determine TN (Total Nitrogen) and TP (Total Phosphorous) and submit the removals to DEP under their STAR program (State Annual Report). HC to provide MG with quantities. MG to submit as part of STAR to the FDEP doe pollutant load reduction reporting. 2/3 MG received quantities from HC. Will combine with NPDES section. Ongoing. SB and KHA submitted street sweeping volumes to FDEP. KHA and USA Services documenting quantities. Continuing to document. Quantities are continuing to be documented. Still documenting on monthly basis. Ongoing. 12/7/20 – Ongoing. **1/6/21 Coming out once a month. Travis to get paperwork and send to Hao.**

15. Vacuum-Truck Services – Cleaning of stormwater structures and storm pipes. Bid awarded by Town to Waste Services Group at January TC meeting. Started on 8th and Bessie Street to Magnolia. Log of linear footage of pipe cleaning and volume of debris collected. Completed in 1-1/2 days. Scheduled for 12th Avenue and Oakdale Street stormwater project. MG to provide SB with copy of recorded drainage easements for the storm sewer system in the back of the homes. Next project is west 8th and Forest Street. Plan is to initially clean the entire system with a future target of bi-annual cleaning of systems. SB to receive cleaning logs from WSG for documentation for NPDES measurable goals. Provide measurable goals for NPDES reporting. Done with cleaning 12th and Oakdale Street. Moving next to west 8th Avenue drainage system for cleaning. TM to coordinate with SB on availability of funding for continuing work. Working on funding. Continuing the cleaning of stormwater/drainage structures. Plan to conduct bi-annually. SB to provide budget amount to TM. Completed west 8th Avenue and currently working on Lake Street. Targeting North Oakdale (north of 1st Avenue). Completed North Oakdale including First Avenue stormwater pond. Next is Johnson Park pond then Ridgewood ponds. Completed. SB will continue working with vacuum trucks for other projects. Completed main drainage basins. Biannual treatment of all infrastructure and also CCTV of infrastructure. Structures will also be GPS's for inventory. SB to draft release on dewatering so there is no confusion as to what is being placed in stormwater ponds. Will also get costs on transport. 2/3 Completed cleaning of all stormwater systems, including Main street and its associated detention chambers. Crews returning this week to begin return cleaning off the dirt roads, as well as to start GPS and CCTV all systems to record current conditions and control points moving forward with an overall inventory of the Town's stormwater system. Will combine with NPDES section. 12th Street and Oakdale vacuum, GPS and CCTV services have been completed. 12th and Oakdale completed. Videoing process. SB working with KHA on GIS for inventory. GIS being prepared for drainage infrastructure mapping. Continuing GIS mapping of Town's MS4 system. Completed west 8th Avenue – working towards First and Forest. Ongoing. Set up for Bi-yearly cleaning. Continuing GIS mapping. Ongoing. Videoing for GIS mapping. Conducting videoing for GIS mapping. TM to present costs for upkeep for Street Sweeping and Vacuum-Truck services. Ongoing. 11/2/20 Conducting videoing for GIS mapping. TM to present costs for upkeep for Street sweeping and vacuum truck services.

12/7/20 - Johnson Park used as discharge location. HC tracking invoicing and debris removal for NPDES reporting (coordinate with TM). 1/6/21 Ongoing.

16. Lakefront Maintenance: TOW to control invasive species along lakefront that is under Town jurisdiction. 10/18: Awaiting Orange County for permits. Once received, invasive plants to be removed by selected contractor. Awaiting Orange County permits. To start in January. Received OC permits. All permits now received. Start herbicide spraying. Pond by Windermere Elementary also maintained. Aquatic Systems has been onsite for a couple of months. SB coordinating with David Hansen, Orange County Environmental Protection Division, regarding limits of herbicide application. Information on cleaning Town's social media pages. Ongoing. Monthly treatment (15 locations). Vegetation cleared at Windermere Rec Center pond. Ongoing. SB to assess Windermere Rec Center pond on water recovery – check lake levels for comparison. Spraying is on a monthly basis on lakeshore and in the parks. Continuing on monthly basis. On Lake Down, 5 cypress trees planted and sent documentation to OCEPD to close out the complaint. Ongoing. SB received quotes to clean up the lakeshore (vegetation removal and tree removal). Continue to construct elevated boardwalk for nature trail. 2/3 DH discussed possibly funding "backyard BMP's" (swales, rain gardens, planting, etc.). Ongoing. SB to provide TM with budget numbers. Continuing. Continuing. Ongoing. SB to address wax myrtle growth by Lake Bessie boat ramp. Land alteration permit would be required. Ongoing. TrM to check with vendor (Solitude Lake Management) on cycle of lakefront maintenance. Check on maintenance plan and frequency. 1/6/21 Travis M reached out to vendor to get scheduling. Will follow up again to establish a set schedule.

17. Town Hall: PW to inventory entire Town hall for improvements and repairs. 10/18: TM asking for long term needs of Town Hall – full assessment (i.e., lighting, kitchen, audio-video, etc.). SB contacted Landmark Construction for proposal. SB spoke with Landmark for numbers for quote. SB to contact Landmark Construction. SB talking to other contractors regarding quotes. SB requested proposal from Edmundson. SB has meeting with general contractor to give him some prices. Ongoing for quotes. Need all fixed assets identified and provided to NW (for insurance purposes). W&D to consider helping with Town Hall fix. No Change. TM needs to complete inventory. W&D want to invest in Town Hall including: roof; kitchen; etc. Working on pricing with contractor over the next 60 days. W&D has interest in TH improvements. SB has requested scope of work and cost from HB & Associates for TH improvements. SB to meet with CPWG to do a complete evaluation of Town Hall (both interior and exterior), subsurface to roof including electrical, HVAC, sound and lighting, foundations, etc. 2/3 Met twice with cpwg as well as their co-consultant MLD Architects. MLD has an extensive history with historic buildings and are familiar with the State Historic Preservation Office (SHIPO) requirements aka Secretary of Interior. Some opportunities for grants may be possible for the historic portions of the work. SB met CPWG to provide a cost to evaluate Town Hall. MLB architects to also provide review of historical elements of Town Hall. SB to look at mid-end of March for scope of work. Will need RFQ. Contractor just send SB scope of work and cost. SB is reviewing. On Hold. SB and JF to get together on AC so TM can submit for the CARES act. JF to conduct thermal scans for various buildings. New toilets, automatic soap dispensers and automatic faucets to be implemented. Scheduled AC replacement for week after next (week of November 16th, 2020). 12/7/20 - AC replacement at Town Hall completed per TrM. Awaiting on final invoice and maintenance plan and warranty. 1/6/21 UV lights are installed and inspected. Look at getting roofer out to look at rotted area in the flat roof section. TM and JF to look at temporary fixes.

18. Water Utility Master Plan: TC approved master plan for water utilities for entire TOW. 10/18 - TM to issue RFQ for water master plan (entire Town). TM spoke with Wade-Trim on structure of RFQ. WT to meet with Orange County Utilities (OCU) regarding what OCU will need for RFQ. RFQ to be issued today on Town Website and DemandStar. Wade-Trim, KHA and CPH are the three consultants short listed for study. SB, JF and MG to review their proposals and select consultant for study. Oral presentations conducted on 3/17/19 (Wade-Trim, KHA). Consultant selection pending. Selection of consultant will be on TC agenda for approval. SB to issue ranking of consultants. Scheduled for April TC meeting. Awarded to Wade-Trim at April 9th TC meeting. WT to schedule kick-off meeting (SB, JF, MG to attend). Tentative schedule of 12-months to complete study. TM to consider lobbyist (2020-2021 FY, approximately \$60,000 for lobbyist) to assist in securing funding for implementing plan. June Technical Advisory Committee (TAC) meeting for project. Awaiting follow up schedule from Wade-Trim. TAC meeting with Wade-Trim (meeting in July). Presentation at September TC meeting. Web conference call between WT, Town and OC Utilities to be scheduled by SB regarding the water utility master plan on September 19th. Additional workshop with TC on September 23rd to be conducted to provide update and information on project status. October 22nd TC workshop with Wade-Trim to provide status of project. Scheduled for completion in March 2020. Presentation was completed on 10/20. OCU to provide flow information. Scheduled completion in March 2020. Ongoing. Coordinating with Orange County Utilities. WT requesting meter readings on hydrants for more accurate data. WT to provide update on coordination with Orange County. Confirm some flows and reevaluate fire hydrants (Orange County). 2/3 Final flows and calculations have been completed. JF and SB meeting with WT to review drawings and design. Preliminary plans sent to Angie Brewer to review for possible funding sources. Goal to have TAC meeting mid-March with outcome moving toward TC in April. TC workshop in March. Final TAC meeting on 3/10 at 2pm. Workshop pending. Monitoring infrastructure package to see if funding is available. MG to coordinate with SB on 2nd Avenue water main improvements (6") WT to provide status update to TC regarding water main improvements. Awaiting final report. Presentation by W-T at last TC meeting. MG to coordinate on W. 2nd Avenue. Discussion on funding opportunities. Follow up meeting with OCU to discuss plan. Discussion on funding and verification of low rates. MG to coordinate with Mike Demko, WT, regarding water main design along West Second Avenue. Finalized plan submitted to TC on 9/8/20. Looking for funding opportunities for all phases. MG to coordinate with WT on 2nd Avenue water main improvements. Look at funding sources. 12/7/20 - Implementing water main improvements through CIP projects. **1/6/21 Been adopted.**

19. Cut-Through traffic: Town Council approved KHA to do study on cut thru traffic and determine where traffic originates. 10/18 Town Council Workshop on 10/30 Schedule follow-up meeting with KHA. KHA to conduct TC Workshop scheduled on 1/22/19. Includes evaluation of continuous right turn southbound from Main Street to Chase Road. Await recommendations. Presentation by KHA at February TC meeting Tuesday night. Work with OC on county level on Windermere Road/Main Street roundabout and Main Street northbound to Chase Road with exclusive right-turn lane to relieve traffic congestion. Brought to TC Tuesday night. Police to continue with 90-day study – compile data and further evaluate with KHA study. TM asked Brad Cornelius for an urban planning study – possibly RFQ. Workshop in May, included in budget analysis by TM. Workshop planned this month. CS – Update from PD. Number of travel counts received from KHA. Data evaluated and will be discussed again at July TC meeting. TM had meeting for ideas for cut-thru traffic. TM has meeting with County Administrator. To be

discussed at September 23rd TC workshop. LRP took no action on cut-thru IPO's. Work on cut-thru traffic plan for Ridgewood Drive. LRP will look at Oakdale Street improvements. TM to schedule workshop for LRP recommendation for SE Quadrant. LRP made second recommendation for SE quadrant and Ridgewood Drive. No right turns on Ridgewood Drive and Lee Street (at certain times). LRP recommending to table the Ridgewood Drive one-way ordinance indefinitely and move forward with requesting revised traffic engineering study for time limitation no right-turn only on 6th Avenue at Ridgewood Drive and Lee Street. SE quadrant discussion at a later date depending on effectiveness of no-right turn signage at Ridgewood Drive and Lee Street. MW to review plan before 12/18 TC meeting. OC has requested projects from the Town. 2/3 TM working with Winter Garden, Ocoee and Oakland: West Orange Transportation Alliance (WOTA). TM worked with staff and KHA and submitted projects list to Ocoee and will submit to OC on 2/4. TM meeting with OC Staff about 1 cent sales tax. WOTA to meet on Friday. TM to update TC on Feb 11. New no right turns signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. Monitor right-turn issues. TM asking OC on 6th Avenue and Chase Road round-about road improvements. Conversations ongoing. Ongoing. Ongoing. 12/7/20 - No change. 1/6/21 No change.

20. Park Ave Stormwater Project: TOW received complaints about standing water and flooding on south Park Ave across from School. Town put on notice of possible legal action. KHA, PW, and Staff working on solutions. 10/18: SB met with KHA to review and provide answers. MG and JF to review with SB (possible French Drain system). TM to approve KHA IPO for Design and Survey. Project 1 on list of CIP projects for FY 18/19 KHA (Mike Woodward) to proceed on design for project. SB and JF reviewed KHA plans and provide comments. Once completed, TC will issue project for bid. Notifications to be done by JF and SB for residents to be affected by construction. Coordinating with Orange County Utilities. OCU (Christina Crosby) has approved scope and fee for the relocation of their utility relocation as part of the drainage improvements. KHA to conduct design for utility relocation. Target Bid in April, construction in June. 90% design complete. OCU water main to be relocated. OCU will work with KHA to design relocate within the prescribed Town timeline. SB to upload the bid set plans on DemandStar and Town website. OCU has hired KHA for water main relocation improvements. Need agreement between Town and OCU on reimbursement for water main labor and materials for project. No bids received. SB to look at options for constructing the project. Quote received from Barracuda (lowest quote received). HC to request qualifications. Additional quotes received and to be evaluated. Project to be presented to August TC. HC to discuss with contractor lane closures. On TC agenda for approval. Contract with OCU to be signed by TC. Barracuda to initiate construction on October 1st, 2019. Shop drawings reviewed by KHA and approved 10/4. AT&T permit review completed on 10/3. Contractor to start construction on 11/06. 60% of sidewalk demolished, water DIP exposed to determine size of tapping sleeve. Dog house structure shop drawing approved by KHA for installation by Barracuda. Project delayed by OC. Barracuda to request a change order for the bonding of the entire project. Original was to bond only for the utility improvements (per Orange County Utilities). 2/3 Project moving forward, slow progress, as expected, due to conflicts with existing underground utilities and water taps. Bacterial testing scheduled for this week. Positive outcome will result in moving forward with removal of existing conflicting water line and begin stormwater system. Ongoing. Contractor submitted changed order for

restraining existing 12" water line. KHA has forward this change order for OCU review/approval. Contractor will be laying storm pipes on evening/night shifts. Bacteriological tests completed and FDEP clearances submitted to OCU for signature (Christina Crosby). Once received and approved by FDEP, water main will be operational. Expecting to complete stormwater by the next 2 weeks. Includes removal of existing water main. Clearances approved by FDEP. Remove old water mains and proceed with completion of stormwater improvements. Revised storm box by Barracuda. Asset Management spreadsheet submitted to OC and approved by OC. To be completed by JF and HC by July 20th! Striping completed, As-Built to be completed. KHA to prepare RECORD DRAWINGS utilizing as-built information, which will be archived and submitted to the Town. Completed on July 17th. Final walk through conducted by SB and HC. HC coordinating with OC on reimbursement to the Town. Completed. CC approved Record Drawings. HC to follow up on reimbursement from the County (\$237K). HC contacted OC on reimbursement – to be per agreement. Have not received reimbursement from Orange County Utilities. 12/7/20 - JF pursue warranty bond from County (Christina Crosby). **1/6/21 Warranty letter received and submitted to OCU. HC to follow up.**

21. Sidewalk improvements/repairs (maintenance budget) outside of multi-modal project: 10/18: TC at approved budget. PW to inventory sidewalks and prioritize for repairs. SB to inventory after first of the New Year. Await till February for inventory, work to be done after school is out for summer. No change. SB to inventory existing sidewalks, which will establish the funding needs to improve sidewalks. SB met with sidewalk contractor on project in front of Johnson Park. Contractor to begin sidewalk improvements on Summit and Highland. SB working on sidewalk list. Work in the Manors. Priorities to be established by next month. Sidewalk Repair Inventory prepared and completed by JF/SB. Based on sidewalks that need corrective action to be compliant with ADA. Survey presented in 8 sections with linear footage for each section for sidewalk repair/improvement. Planned for 2-year capital improvement plan. TM to update CIP based on JF inventory. Awaiting QES update on pavement management plan. SB – met with contractor. Manors will be first location to be addressed then Park Avenue. SB and JF to work on prioritization in developing a sidewalk CIP. CS requested a written CIP for each sidewalk improvement project in order to appraise citizens of project status. SB and JF completed priority map. SB & JF to provide CIP with year and cost. SB has a CIP for review of projected costs over a 5-year period (CIP attached to these minutes). Currently working in the Manors with approximately 75% complete of root-damaged sidewalks and other sidewalks in disrepair (i.e., trip hazards, cracking, etc.). Contractor working at Manors on repairs, removing cracked panels and trip hazards. 2/3 Manors repairs completed, as well as portions on north side of Park Avenue between the Manors and Marquises Court. No new updates. Budgeted money spent for FY. Last project completed for Town Hall. TM needs second year estimated CIP costs of sidewalk improvements. Awaiting budget for sidewalk improvement for next fiscal year. Waiting on budget approval for next FY. 6th Avenue is priority project. Projects to be advertised for procurement of construction contracts. Portions of 6th Avenue replaced between Lee and Ridgewood due to fallen tree. **1/6/21 6th Avenue completed. Need to determine which area for repair is next.**

22. Bessie Street Stormwater Improvements: #2 priority on Stormwater improvements. Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact

OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. TM to review revised. 2/3 IPO revised as requested and moving forward. IPO has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. 4/22 field review by KHA. Surveyor to complete this week and move on to Butler Street. KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting. Preliminary concept plans to be presented by KHA at scheduled meeting or review and approval before moving to final design. HC coordinating with SB on concept plan. HC to prepare quarterly report. Concept plan ready next week. Community outreach to be conducted in October. Utility proposal from KHA pending (per Master Water Plan). Include Add Alternatives per TM. 12/7/20 Zoom meeting conducted with stakeholders. JF to meet with homeowners regarding project design concept prepared by KHA. IPO to be presented to TC for approval at December meeting. **1/6/21 RFQ due Monday, 1/11 at 5 pm.**

23. Butler Street Stormwater Improvements: #3 Priority on Stormwater improvements: Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. Awaiting to complete responses to resident concerns by KHA. 2/3 IPO revised as requested and moving forward. IPO has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. Wetlands delineated in Fernwood Park. Design survey to be completed this week and field reviews by KHA forthcoming. KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting. Preliminary concept plans to be presented by KHA at scheduled meeting or review and approval before moving to final design. MG to forward HC quarterly reports to be prepared by KHA for the project (HMGP Project # 4337-449-R), Project has been selected for HMGP funding under Hurricane Irma. Concept plan in final review by SB and TM. Concept plan done. Community virtual outreach on 9/16/20 at 6:00 pm. Utility proposal from KHA pending (per Master Water Plan). Include berms and other improvements in Fernwood Park. 12/7/20 - TM and HC met with homeowners. IPO to be presented to TC for approval at December meeting. **1/6/21 RFQ due Monday, 1/11 at 5 pm.**

24. Windermere Pavilion: – JF coordinating with DBC on site plan. Received two proposals for outdoor pavilion preliminary design (site plan and concept drawing). Presented to TC at April meeting. Meeting on Thursday. JF to follow up with Hunton-Brady. Review rough draft of rendering. Subcommittee revisions to concept plan provided by HB. Meeting scheduled for review on 9/11 at 10:00 am. Hunt-Brady to complete final plan and renderings. JF received updated version of renderings and will distribute to committee. JF awaiting on sketch of interpretation of drop-down roof version of rendering. Providing comments to H-B to complete final plan. One minor comment on the pavilion elevation, addressed by H-B. Expected cost to be between \$400K and \$500K. 2/3 To be run through LRP prior to TC meeting. TC/CS to provide direction moving forward. Received preliminary plans, TC wants to go through DRB and conduct a workshop. CS has been coordinating with BC at Wade-Trim for their review. JF to

send information to CS. CS to schedule with TM to discuss pavilion status. Workshop to be scheduled for May 19th. JF sent package to CS. DRB approved preliminary plans. Next step is to present to TC in early August meeting (budget meeting). Discussion on funding options and opportunities. Concept approval. Awaiting funding opportunities from Rotary. Rotary trying to come up with funding plan. No changes. Rotary to have a plan. No change. **1/6/21 No change.**

25. Dirt Main (Rose Property): Road water not flowing. Stormwater solutions pending (contingent on railroad right-of-way property swap). PW to address. Possible use of Town-owned property north of 10th Avenue for stormwater use. On-going. Ongoing. HC submitted proposal to TM and SB for improvements to Dirt Main. SB will work with HC to review possible drainage/road realignment design. HC, CG and SB met on site. Ideas on realigning dirt road. HC to provide scope and fee for engineering services to counter problems. Concerns by residents on stormwater runoff in the area. HC to send scope and fee to SB. Approval of scope – KHA defining drainage basin and preparing concept plan for maintenance work to realign Dirt Main which will address stormwater related issues. KHA working through their miscellaneous services contract. HC to move forward with dirt road realignment and coordinate with JF regarding location of property corners. **1/6/21 KHA submitted and need to get with property owner. Met with John F in field. KHA to resubmit concept plan addressing John F comments this week. Get property corner surveyed. KHA to coordinate with Duke Energy on distribution pole relocation.**

26. Pavement Management Plan: SB working with four (4) professional engineering companies to develop a scope of work and costing for the Town's PMP. The survey/study will evaluate the existing roadway system conditions and provide future recommendations for paving and longevity. SB received no response. Received proposal from QES on budget (\$60,000). On hold for this FY. RFQ slated for next FY (original PMP prepared by QES). SB working on RFQ – pending. SB working on RFQ – next FY. Selection committee to be determined. RFQ is out (TM, JF and Roger Gatlin on selection committee). Two respondents on RFQ (QES and PDQ). JF, TM, and Roger Gatlin to be on selection committee). **1/6/21 Robert Smith to look at and discuss pushing out selection to possibly April.**

27. RFQ for Tree Board: Master services agreement to be prepared by SB. Waiting for input from TB. SB completed RFQ. Awaiting input from TB. No response from TB. TB focusing on Arbor Day. Update to be provided at next TB meeting. SB had discussions with TB. MW to provide scope and fee proposal. TM to coordinate with TB on scheduling for Arbor Day. TB to prepare their own landscape plan. **1/6/21 No update. Robert Smith to have meeting with Susan.**

~~**28. Highland Avenue drainage – SB to provide updates. No changes. Completed.**~~

29. Paving of Dirt Main – IPO signed by TM. Survey scheduled this week. Survey completed. Horizontal and vertical alignment pending. Address large oak tree on northwest quadrant of 2nd and Dirt Main (MG and JF reviewing). HC provided typical section and alignment. **1/6/21 Field meeting with John F conducted. KHA will address comments and resubmit to John F and Robert Smith next week.**

30. Pedestrian Bridge – IPO approved by TC 9/8/20. Survey underway. Elevations to be established. Meeting scheduled week of 11/2/2020. **1/6/21 First Zoom meeting to be held**

KH sent Town survey results. Workshop in January with Town Council to decide on type of bridge and colors. Then we can move forward with design.

31. Bayshore Drive – Maintenance Issues. MG to prepare conceptual fix to washout of swale pursuant to meeting with SB and JF onsite. MG to contact SFWMD regarding compliance with previously issued Exemption Request. Washouts regraded and sodded (shade tolerant sod). MG provided SB and JF detail of weir wall at end of existing swale. Weir wall construction pending per SB. Washed out again. TrM to monitor. 1/6/21 Last item is to build weir wall. John F and Travis M to coordinate.

32. 11/20/2 CS recommends looking at published Town standards for streets and roadways, etc. HC recommends ROAD NARROWS signage where roadway contracts from standard Florida Greenbook widths. CS to coordinate with TC on whether to present to LRP to establish standard roadway widths. 9' lanes currently cited in Town's muni-code. 1/6/21 No update.

Acronyms

ADG: Architect Design Group
BC: Brad Cornelius (Wade-Trim)
CIP: Capital Improvement Project
CE: Code Enforcement
CS: Chris Sapp, Town Council Liaison
CP: Claudia Purser, Florida DEM
DAC: Direct Administrative Cost
DBC: Downtown Business Committee
DEM: Division of Emergency Management (State of Florida)
DG: Douglas Galvan, Florida DEM
DH: David Hansen, Orange County Environmental Protection Division (EPD)
EPA: Environmental Protection Agency (Federal)
FEMA: Federal Emergency Management Agency (Federal)
FDEP: Florida Department of Environmental Protection (State of Florida)
FDOT: Florida Department of Transportation (State of Florida)
FRDAP: Florida Recreation Development Assistance Program (FDEP)
H-B: Hunton-Brady Architects.
HC: Hao Chau (Kimley-Horn and Associates)
HJH: HJ High
HR: Heather Ramos (Gray-Robinson)
HMGP: Hazard Mitigation Grant Program (FEMA/Florida DEM)
IDG: Innovative Design Group
IPO: Individual Project Order
JF: John Fitzgibbon, Town of Windermere
KHA: Kimley-Horn and Associates
LA: Liz Ardent, Town Council Member
LAS: Legacy Arborist Services
LMS: Local Mitigation Strategy (Orange County Office of Emergency Management)
MD: Mike Demko (Wade Trim)
MG: Mike Galura (Michael Galura Engineering Consultants)
MPO: Metropolitan Planning Organization
MW: Mike Woodward (Kimley-Horn and Associates)
MS4: Municipal Separate Storm Sewer System (USEPA acronym)
NOI: Notice of Intent
NPDES: National Pollutant Discharge Elimination System (EPA/FDEP)
NW: Nora White, Town of Windermere
PA: Public Assistance
PD: Police Department
PMP: Pavement Management Plan
PW: Public Works Department
PDCS: Town Permitting Consultant
RFP: Request for Proposals
RFQ: Request for Qualifications
RR: Railroad
ROW: Right-of-Way
~~SB: Scott Brown, Town of Windermere~~
SFWMD: South Florida Water Management District
STAR: State Annual Reporting (DEP)
SW: Stormwater
TAC: Transportation Advisory Committee.
TB: Tree Board
TC: Town Council
TM: Town Manager (Robert Smith)
TOW: Town of Windermere
TrM: Travis Mathias, Town of Windermere
WBC – Windermere Baptist Church
WW&D – Windermere Wine & Dine
WT – Wade-Trim



LIAISON REPORT

LIAISON: Williams

LIAISON ASSIGNMENT: Historical Preservation Board/Committee

HPB

DATE: 12/5/19

UPDATE:

HPB Meeting Notes / 1887 School House:

Update from Scott Brown from the Engineering firm, is that they should begin their work sometime by the end of the month or beginning of June. (They had some vacation scheduled which has delayed them getting started. Board voted to Restore the 1887 School House to the earliest version. The current siding does not represent earliest photographs of the building and IF the siding is deemed unsalvageable then they would like to change its orientation to a Horizontal Slat Siding that was on the building in the original class pictures. 5/29 . SB advised that the engineer will be starting their assessment within the next week. Members of the board asked for a notice of when they will be here to come and observe and ask a view questions once started. Also, the topic of taking another look at a fundraiser by selling engraved bricks for the path between the School House and the privy. Board agreed to start research and to possibly start this fundraiser out next spring. 8/28 : Approved July's Meeting minutes. Discussion for moving the Oral History Subcommittee to meet just prior to HPB Meeting each month. Discuss other avenues for raising moneys in the coming year. No update from Engineers on School House. 9/25: Did not meet. Received preliminary Engineers Report on schoolhouse. Will be on the agenda for review and comment at next meeting. 10/30 : Approved 8/28 Minutes / New Business: Charles & Janine Matteson presented proposals for a for an Eagle Scout Project & a Gold Award Girl Scout Project. 1. - Janine Matteson would like to digitize all our the HPB files and photos and then work towards building a "Digital History Museum" for the town. That could be possibly place on the town's website or other locations that have public access. Suggestions were made that maybe space in the lobby of the new admin building for a video screen or somewhere else that has public access. 2. - Charles Matteson's Eagle Scout project would be to do some repairs to the Cal-Palmer building, including repairing the stairs, painting the building, landscaping and Installation of a Historical Sign for the building.

Both of these proposals were approved unanimously and projects will be detailed and forwarded to TM to be added to TC agenda for consideration.

Discussions on a Renovation Plan for the 1887 School House to be tabled for November's Meeting. 12/5: Minutes for 10/30/19 Meeting. Update on the Eagle Scout/Gold Star Award project. Janine's has liaised with an expert at Rollins College for education and guidance in Document storage. She is now "in process" of scanning and categorizing. 2 out of 24 boxes finished. Charles's project has been reduced to just painting the Cal Palmer building. The Eagle Scout committee felt that he had taken on too "large of a project". Committee reviewed the report from HB Associates on the Cal Palmer building audit. Committee reviewed and considered their recommendations and recommendations made by Mark Black who is helping us navigate the process. Committee agreed to break the process moving forward down to 3 or 4 sections, starting from the roof and trusses and working down. George Poelker will put together a summarized version for committee approval next meeting and we can move forward with getting it out for bids. Committee voted to move the HPB meeting permanently to the first Wednesday of each month. (January will be moved to the 8th) 1/8/20 - Over the holiday break, Charles Matteson's Eagle Scout project got underway. The Cal Palmer building was cleaned and painted. Charles has raised funds for a "historical marker" to be placed at the Cal Palmer Building. HPB reviewed and approved "wording" for the historical marker for the Cal Palmer Building and is waiting for approval from the State of Florida for their approval. This will be the final piece of his Eagle Scout project. Committee also reviewed Strategic Plan for Restoration of 1887 School House. There will be further discussion and revisions planned for next month's meeting, and hopefully to be finalized for TC's review. The Strategic Plan will break down the overall process into 4 stages. All repairs/restoration is based on the professional findings and recommendations of Mark Black our Consultant & HB Associates the structural engineering firm that was hired last year. Tentative plans for the RFPs to be prepared and sent out in early March, so we can set a budget proposal for project. Meeting adjourned with a "Happy Birthday" to Jackie Rapport. 2/6 - Robert McKinley came to speak during "open forum". That Elder's Luncheon is scheduling Ray Duncan to come and speak in the Spring and wanted to see if we wanted to organize a possible "Story Telling/Windermere History Round Table" with Ray Duncan and other local residents. Idea was well received and planning is in the works. Old minutes approved. Quick discussion on progress of Charles Matteson's Eagle Scout Project which is nearing completion. Charles has been put on the agenda/hearing for the approval of the marker for the Cal Palmer Building. Hearing is scheduled for 2/21/20 @ 2pm. George Poelker and Theresa Myers will meet ahead of time and prepare for "questions" that might come from the Historical Committee during the hearing. Janine Matteson's Gold Star project is also nearing completion. She has digitized all of the archives and has turned it over to Town Manager to be "published". The Strategic Plan for Renovation of 1887 Schoolhouse was approved and RFP to be written by GP with the assistance of Scott Brown. Attached is a copy of the Strategic Plans breaking down the process into 4 different phases. Discussion of Work Day needed for the School House and Grounds. Jackie Rapport is looking for a handful of young helpers to assist in pruning and bundling up the debris for pickup. 3/4/20 - No Meeting was held. Committee did not have a quorum. In attendance George Poelker & Scott Brown 11/4 No Quorum. Discussion with WAYS committee member about Zest Fest. 11/17 Emergency meeting : In attendance George, Jackie, Amanda, Teresa Myers, Travis, Mary-Frances, Joan by phone, Tom Stroup public comment 1: Motion to have public works to remove sidewalk around schoolhouse 6-0 2: Motion to have public works remove handicap parking spot in front of schoolhouse 6-0 12/02/20 The front sidewalk at the 1887 schoolhouse has been removed. They are still working on the parking pad and the back sidewalk because it's 12" thick. George ordered materials to make repairs on exterior w/ Tom Stroup and Andy Williams volunteering to help with labor. A discussion of what to replace the current sidewalks. George does not recommend a hard surface because it will still splash and cause the problem we currently have. A motion that we don't put bricks around the schoolhouse, was approved unanimously. Theresa has researched Bricks R Us for a fundraising brick campaign to connect the parking area to the schoolhouse and then the privy. **01/06/21 – Alexander Matteson and eagle scout prospect. Proposal to layout and create a gravel path to the privy**

(previously discussed project). Hopefully starting this project in late spring of 2021. A need to locate a plat or site plan of the property, in order to assist Mr Matteson and also layout future needs were discussed. Black is reaching out Smith and Mathias this week in hopes of locating one of the property. Further discussion of future projects, ie parking layout, ingress/egress and a fundraiser selling "named" bricks. Work day this coming Friday at 9AM at the school house was set.

Oral History Subcommittee:

Subcommittee, has met 2x this past month. They have defining their focus groups and getting organized. Hopefully we will have a budget proposal soon. They are already doing research for alternative funding sources, including the National Oral History Association. Plus, there was a recent article in the Windermere observer briefly discussing the project and also request for volunteers to help conduct the interviews. They would like to formalize this part soon, so they can start training them soon. Myers has identified a grant through the Florida Humanities Council that the Oral History Project qualifies for and members voted unanimously in favor of applying for Grant at the next possible deadline. Board asked subcommittee for the proposed budget ASAP. 6/4: Committee did not meet. 9/5: Did Not Meet due to poor attendance. Next Meeting 10/3/19: Oral History Subcommittee on hold till first of the year due to lack of participation..