LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director

DATE: February 10, 2015

SUBJECT: Budget Amendment

EXPLANATION

Earlier this year, the CRA signed a contract with a local contractor, Stuart and Shelby, to perform improvements to the new Lake Worth Arts Center located at 1121 Lucerne Avenue. A copy of the contract and past Memo's on this project are included for review as Exhibit "**A**." To date, the contractors have done an outstanding job creating an indoor arts center. In discussions with the City, the CRA agreed to take the improvements a step further and include significant outside renovations. This included demolition of the courts and seating posts, new drainage, new semi-permeable pavement, and area and building lighting.

We are moving forward with the installation of lights and working closely with the City Utility department to ensure they are in line with the new Siemens lighting project. After giving the green light for the demolition of the outside structures and courts, our contractors told us that once the surface courts were demolished, they dug into yet another set of courts below those. It became impossible to take out a few courts as all the courts were reinforced by connected steel. By the time demolition was complete, an area 15,000 square feet and 4 feet deep was excavated. Associated costs exceeded the original demolition budget and the recycling and dumping costs rose. In addition, much of the concrete that makes up the interior sidewalk and the existing electrical conduit was also destroyed due to the the major demolition.

The CRA and City Staff have met on several occasions to discuss what surface should be placed under the overhangs. The City was insistent (for good reasons) the new surface should be low to no maintenance and should last as long as feasibly possible. CRA Staff wanted to ensure the surface could hold up to foot and equipment traffic, making it a viable space for events. Many different surface fills were considered that ranged in price from $1.65 a square foot to almost $8 a square foot. When you add this to the cost of the new flatwork and fill the total price ranges from $40K to $172K. Our remaining budget, to complete the project, is $40K.

The least expensive surface to install is sod while the most expensive is a rubberized surface that is poured into place. Some surfaces, like regular pavers will need an exfiltration system so water does not flood the area, like it did in the past. A compromise solution is possible but project costs will increase.

The proposal Staff recommends to the Board includes additional flatwork, sand fill and turf block with gravel fill on just over half of the area. The other half will be sodded at this time to not only cut costs but to see if the initial paved area is sufficient for future needs. We do have the ability to install turf block at a later time if we feel that a larger hard surface is preferable. The entire area measures almost 15,000 square feet and this flexibility gives us time to gauge the use and the audience.

The new proposal cost will be approximately $105K. An additional $60,500 is needed to complete the project. This would require a budget amendment, taking the needed $60K+ out of fund balance. Staff suggests the budget amendment include the $60,500 that is needed and an additional $4500 for contingency for a total transfer of $65K.

On September 8, 2015, the CRA approved the 2015/16 budget (Exhibit "**B**"). At that time, we conservatively calculated that the majority of the funding in the 2014/15 budget would be used by the end of the fiscal year. After year-end we project a surplus from 2014/15 of approximately $185K. This does not include any of outside grant funding. Due to this savings, Staff feels comfortable recommending the Board amend the budget, allowing Staff to move $65K from fund balance to the Projects -Facility Line item. Staff has produced a revised budget for the Boards review and approval (Exhibit "**C**").

RECOMMENDATION

Staff recommends the Board approve the budget amendment that includes the following:

- Revenue – Fund Balance -$65,000
- Expenditure – Programs – Facilities -$65,000

EXHIBIT "A"

LAKE WORTH CRA

COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director

DATE: June 9, 2015

SUBJECT: Contract for Stuart and Shelby for Art Center Renovations

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EXPLANATION

At the April 14, 2015 regular meeting, the Board approved a contract with Stuart and Shelby for the rehabilitation of the Lake Worth Arts Center (fka Shuffleboard Building) located at 1211 Lucerne Avenue. The project is primarily being funded by a grant from the State of Florida, Division of Cultural Affairs. An overview of the project is included as Exhibit "A."

Since the April meeting, Staff has been working closely with the City to determine the best use of the remaining funds in relation to the goal of making the Center useful to both the City and the local arts community. Earlier renderings, completed by the City, included the renovation of the outside courts into space for arts-related activities. After discussions with City Staff and a review of the possible options for making the court area both useful and safe, the CRA revisited the budget and are proposing additional renovations for the Center. The cost for these renovations is included in the amended contract that is included as Exhibit "B." Specifically, the improvements include:

- Demolition of the old shuffleboard courts and seating posts
- Installation of new semi-permeable surfacing
- Installation of new drainage
- Installation of building and open area lighting

RECOMMENDATION

Staff requests the Board approve the amended contract between the CRA and Stuart and Shelby.

Exhibit "A"

LAKE WC

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director

DATE: April 14, 2015

SUBJECT: Contract for Stuart and Shelby for Art Center Renovations

---

EXPLANATION

In 2013, the CRA applied and received a Cultural Facility grant from the Cultural Affairs Division at the State of Florida. Matching funding of $150K matched CRA, City in-kind and donated services valued at another $150K. The grant application required a number of specific components such as renderings, budget, an architect or designer and a construction manager. Luckily, for the CRA, the City had hired an architect to work on some possible future designs for the old Shuffle Board building. These were used in the application and are attached as Exhibit **"A"** along with previous CRA Staff memo's describing the project. The CRA needed to have a construction manager listed as part of the application. At that time the CRA was working closely with both Cannatelli Builders and Stuart and Shelby on the NSP program. Since Stuart and Shelby had worked on the Arts Garage in Delray, was fluent with local and state requirements for bidding and selecting sub-contractors, Staff chose to add Stuart and Shelby to the application. In addition, Stuart and Shelby is donating just over $17K of in-kind services, including roofing and insulation which is needed in the new facility now that the drop ceiling has been removed.

The restrictive covenant was recently recorded (Exhibit **"B"**) and now construction on the building can continue once all the necessary permits have been applied for and received. The next step is to enter into a development agreement with Stuart and Shelby for the rehabilitation of the building. An agreement has been produced and is attached for your review as Exhibit **"C."** Once permits are received from the City, construction should last approximately 2-3 months.

RECOMMENDATION

Staff requests the Board approve the development agreement between the CRA and Stuart and Shelby.

Exhibit "A"

LAKE WOI

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board

FROM: Joan C. Oliva, Executive Director

DATE: November 18, 2014

SUBJECT: Cultural Facilities Grant

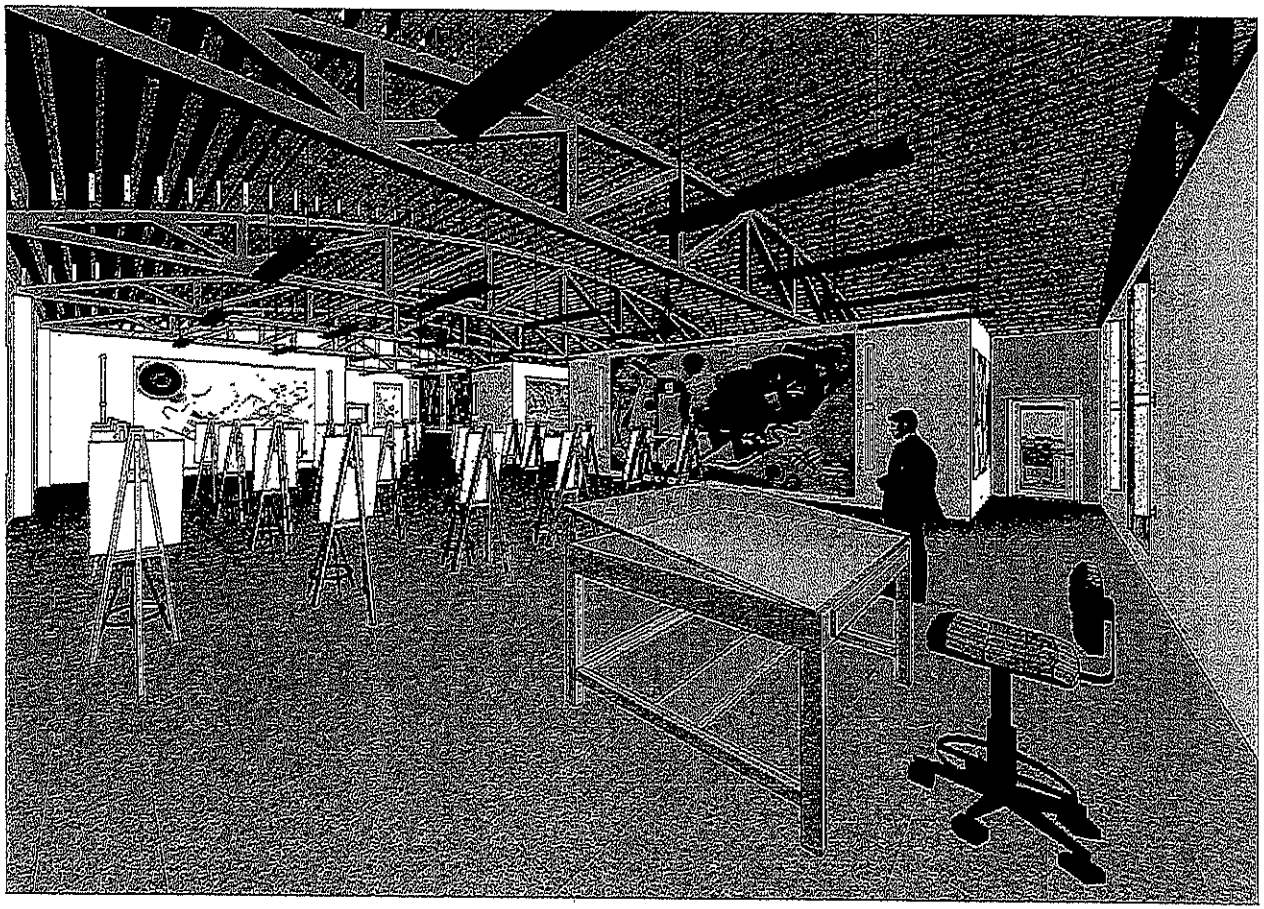
EXPLANATION:

Last year, the CRA applied for, and received a grant from the State of Florida, Cultural Affairs Division in the amount of $150,000. Funding from the grant will renovate the City-owned Lake Worth Arts Center (fka Shuffleboard building) and will include such improvements as a raised ceiling, new ductwork, painting both the inside and outside of the building, improved lighting and the addition of movable walls. See Exhibit **"A"** for draft renderings. This was a matching grant with cash and in-kind contributions coming from both the City and the CRA in addition to local artists, contractors, Palm Beach Fire Rescue and the Cultural Council.

An agreement (Exhibit **"B"**) has been produced by the State and reviewed by David Tolces, our CRA attorney. The agreement includes the approved scope of work, information about repayment and necessary audits and a restrictive covenant. In essence, the building must be used as an Arts Center or "Cultural Facility" for at least ten years and continue to be owned by the City. If the City is sold or used for a purpose other than one related to "Culture," the grant money must be repaid.

As a reminder, earlier this year, the City leased the building to the CRA in the hopes that the CRA, through the LULA program, could issue an RFP and sub-lease the facility to an arts-related group, building upon the success of the Urban Arts Lofts and the CRA's strategy to use art and culture as a redevelopment tool. The CRA was successful and attracted a proposal from the Armory Arts Center. Since the fall of 2014, the Armory Arts Annex has been holding classes at the building and working closely with CRA Staff on future exhibitions and events.

REQUEST:
Staff recommends that the Board authorize the Chair to execute the agreement between the State of Florida and the CRA.



INTERIOR CONCEPT - LAKE WORTH ARTS CENTER

ARCHITECTURE GREEN ~ LLC.

Architecture | Planning | Interior Design
4400 | Northcorp | Parkway
Palm Beach Gardens | Florida
33410 | 561-359-2109
Fl. License: AA 26002116 | IB 2001272
msb@ArchitectureGreenLLC .COM

SEAL:

MARK S. BEATTY AIA, LEED A.P. | AR 92184

City of Lake Worth
Florida

City of Lake Worth
Public Arts Display

SHEET TITLE:

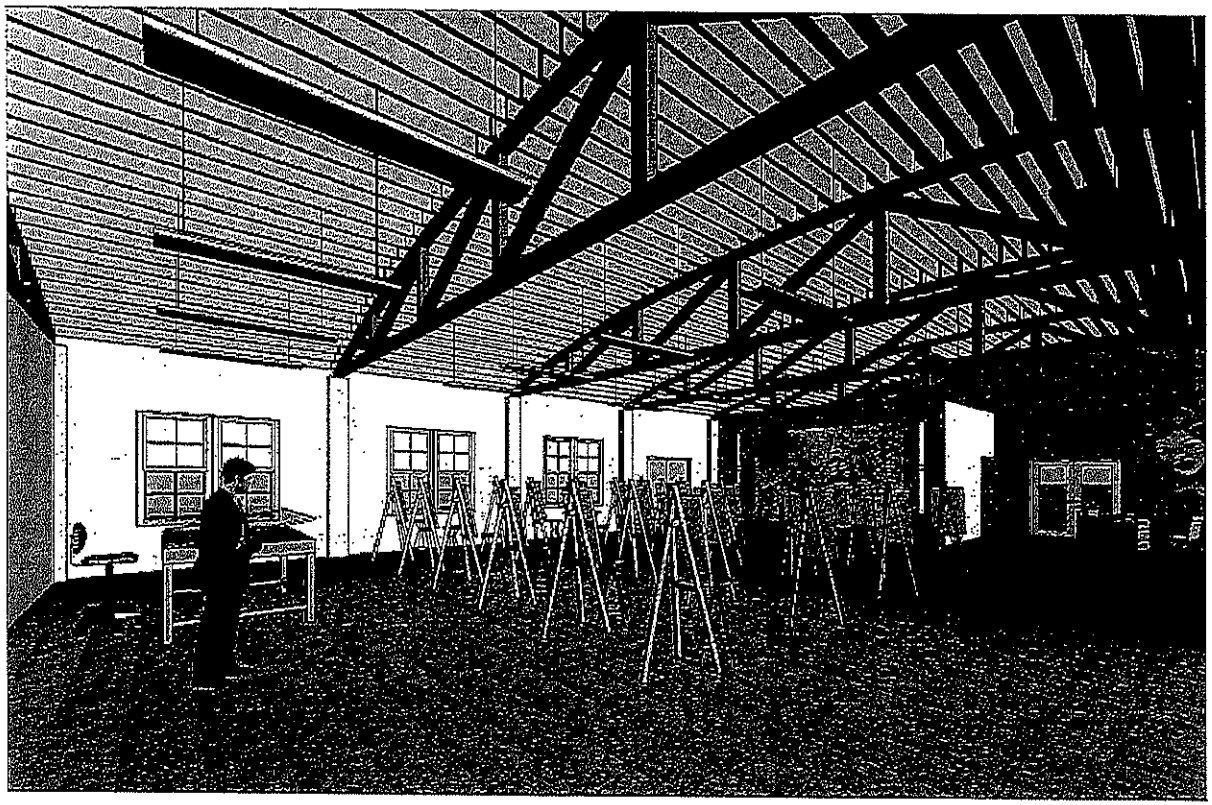
INTERIOR CONCEPT

No.	Description	Date

Project number	2013-02
Date	03/06/13
Designed by	MSB
Drawn by	MSB
Checked by	MSB

A107

Scale



INTERIOR CONCEPT - LAKE WORTH ARTS CENTER

ARCHITECTURE GREEN ~ LLC.
Architecture | Planning | Interior Design
4400 | Northcorp | Parkway
Palm Beach Gardens | Florida
33410 | 561-386-2109
Fl. License: AA 26002115 | IB 2601272
mab@ArchitectureGreenLLC .COM

SEAL:

MARK S. BEATTY AIA, LEED A.P. | AR 82104

City of Lake Worth
Florida

City of Lake Worth
Public Arts Display

SHEET TITLE:

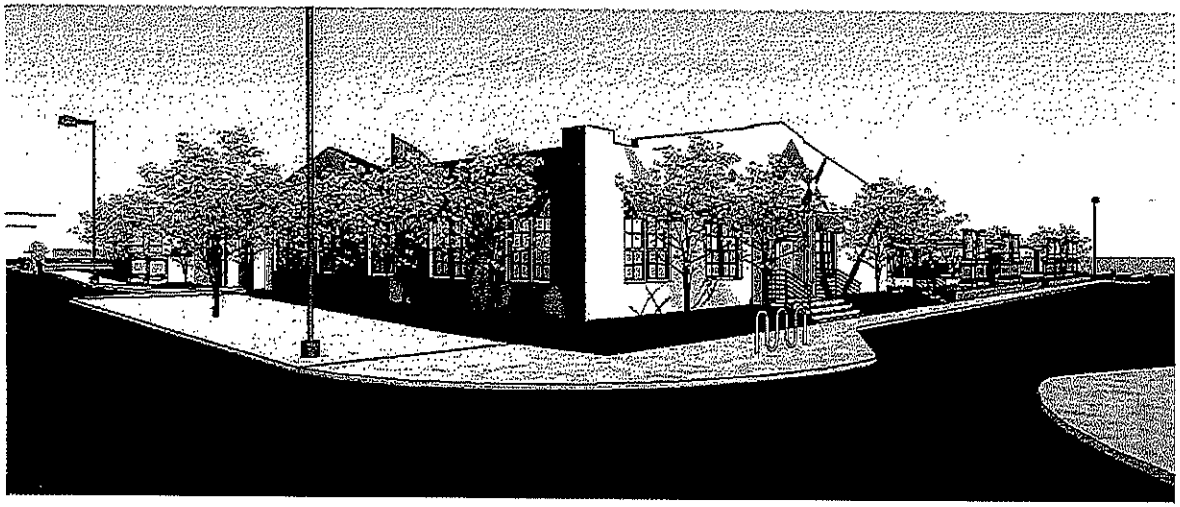
INTERIOR CONCEPT

No.	Description	Date

Project number	2019-02
Date	03/08/19
Designed by	Author
Drawn by	Author
Checked by	Checker

A108

Scale



3D STREET VIEW - NORTHWEST CORNER - VIEW 58

3D STREET VIEW NORTHEAST CORNER - VIEW 110

ARCHITECTURE GREEN ~ LLC.

Architecture | Planning | Interior Design
4400 | Northcorp | Parkway
Palm Beach Gardens | Florida
33410 | 561-308-2109
FL License: AA 26002116 | ID 2601272
mab@ArchitectureGreenLLC .COM

SEAL:

MARK S. SEATTY AIA, LEED A.P. | AR 82184

City of Lake Worth
Florida

City of Lake Worth
Public Arts Display

SHEET TITLE:

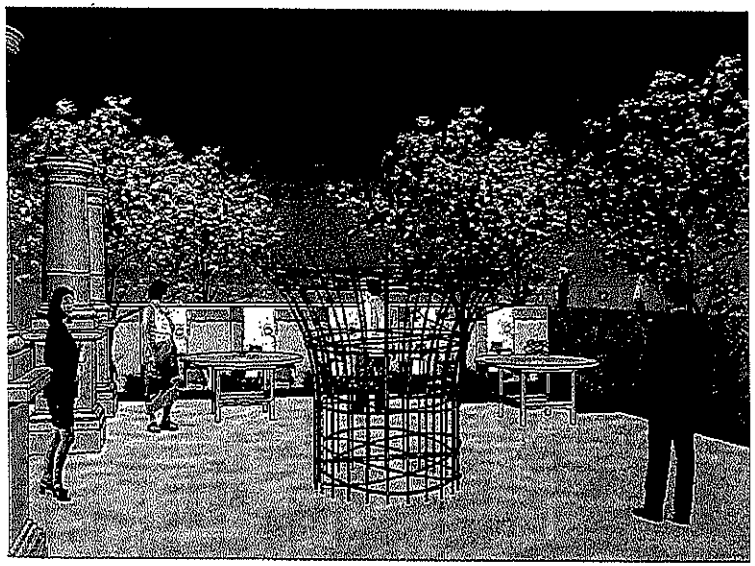
3D STREET VIEW NE - NW

No.	Description	Date

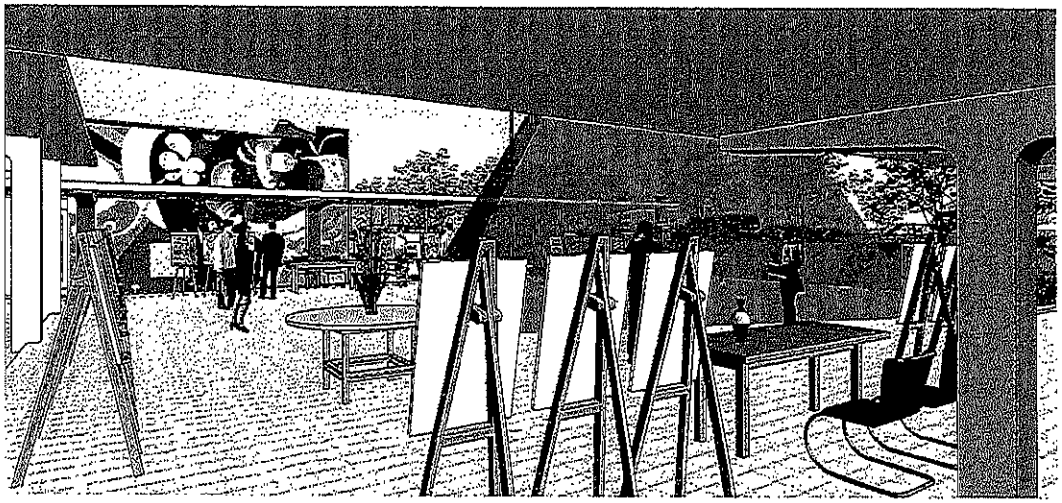
Project number	2013-02
Date	03/20/13
Designed by	MSB
Drawn by	MSB
Checked by	MSB

A114

Scale



SCULPTER GARDEN - VIEW 104



NORTHEAST QUAD - VIEW 103

ARCHITECTURE GREEN ~ LLC.

Architecture | Planning | Interior Design
4400 | Northcorp | Parkway
Palm Beach Gardens | Florida
33410 | 561-368-2160
FL License: AA 26002115 | IB 2001272
msb@ArchitectureGreenLLC .COM

SEAL:

MARK S. BEATTY AIA, LEED A.P. | AR 2215H

City of Lake Worth
Florida

City of Lake Worth
Public Arts Display

SHEET TITLE:

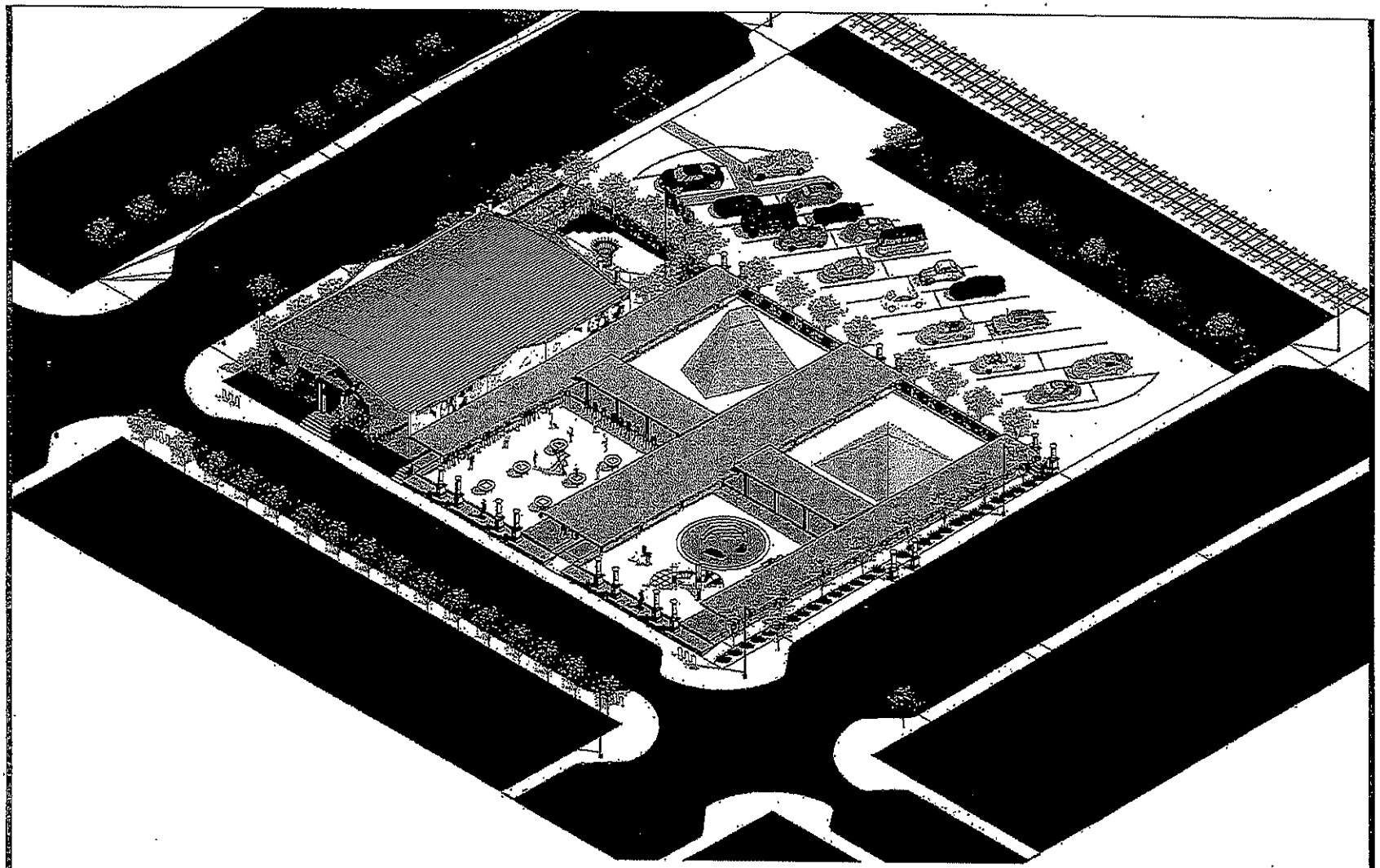
3D VIEW NE QUAD - SCULPTER GARDEN

No.	Description	Date

Project number	2013-02
Date	03/20/13
Designed by	MSB
Drawn by	MSB
Checked by	MSB

A115

Scale



3D VIEW FROM SOUTHWEST - LAKE WORTH ARTS CENTER

ARCHITECTURE GREEN ~ LLC.

Architecture | Planning | Interior Design
4400 | Northcorp | Parkway
Palm Beach Gardens | Florida
33410 | 561-350-2106
Fl. License: AA 26002116 | IB 2601272
mab@ArchitectureGreenLLC .COM

SEAL:

MARK E. BEATTY AIA, LEED A.P. | AR 82124

City of Lake Worth
Florida

City of Lake Worth
Public Arts Display

SHEET TITLE:

3D VIEW FRON SOUTHWEST

No.	Description	Date

Project number	2013-02
Date	03/26/13
Designed by	MSB
Drawn by	MSB
Checked by	MSB

A112

Scale

LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director

DATE: September 24, 2013

SUBJECT: Shuffleboard Court Lease and Arts Center RFP

EXPLANATION

In June of this year, the CRA, in partnership with the City, put together a grant application to the State of Florida, Cultural Affairs Division for a Cultural Facilities Grant. The featured project was the rehabilitation of the Shuffleboard Courts (SBC) Building into an Arts Center (Exhibit "A.") The CRA began the LULA program several years ago with the purpose of using art and culture as a tool for revitalization. In early August, the CRA celebrated the Grand Opening of the Urban Arts Lofts, immediately west of the SBC building. With the opening of these new live/work units come new homeowners to the City of Lake Worth who have artistic skills and talents to share.

In previous years, the LULA program, through the CRA, was responsible for the attraction of the Cultural Council of Palm Beach County to our downtown area, the mural program that continues to flourish, an arts and entertainment website (www.lakeworthharts.com) and several other projects that reinforce the development potential of the area. The concentration of artists and art-related businesses, along with the creative spirit, sets Lake Worth apart from any other City in the area. To that end and to support the Arts Lofts residents and locals, the CRA would like to use the SBC building as the City's Art Center. Whether or not the CRA receives the grant, the location of the building makes it the perfect location to serve artists and residents alike. With organized programming, we feel the building would gain and new life not only as a cultural facility but a classroom, a gallery, performance space and much more. The CRA and it's LULA program would be responsible for finding qualified individuals and/ or groups to occupy the space. An RFP was written by Staff (Exhibit "B") and could be released soon after the lease between the City and CRA is executed. The lease is for a one year term with the option to lease for another year available. A copy of the lease is provided as Exhibit "C." Our goal is to make the building an active community space where people can send their children for a class, attend a late afternoon concert with friends or visit at night to see local works of art.

The goal of the CRA and the LULA program is not to run an arts facility in perpetuity but to specifically plan for arts –related programs and events. The CRA and its Staff will provide administration and oversight for

the facility and its programming, creating a structure for operations for years to come. While leased by the CRA, improvements will be made, grants applied for and opportunities pursued. By working closely with the City, the Cultural Council of Palm Beach County and the Convention and Visitors Bureau (CVB) and local artists, the facility can serve several purposes including furthering redevelopment efforts in the western area, and attracting tourists and spending to Lake Worth.

This project supports initiatives by the City and reinforces the brand as the place "Where Art is Made." It helps the economy as a vibrant arts community where visitors are attracted and local businesses thrive. Local residents are provided with more opportunities to use their discretionary spending locally. By using art as an industry cluster and promoting entrepreneurship in the City, jobs are created, revenues are generated and people want to visit and spend.

RECOMMENDATION

Staff recommends the CRA Board approve both the Lease Agreement with the City of Lake Worth and the advertisement of the Request for Proposal for the Arts Center. Staff also asks that the Board give the Executive Director and the CRA Arts Liaison, the responsibility to create a review committee. This committee will review all the responsive proposals and make a recommendation to the CRA Board.

Exhibit "B"

Name:

Address:

CFN 20150119261
OR BK 27441 PG 0617
RECORDED 04/03/2015 08:14:03
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0617 - 622; (6pgs)

RESTRICTIVE COVENANT
(Grantee leases land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this 10 day of March, 20 15, by City of Lake Worth, Florida, hereinafter referred to as the "Owner"; Lake Worth Community Redevelopment, hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Owner is the fee simple title holder of the building(s) and the underlying land located at: 1121 Lucerne Avenue, Lake Worth Florida. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee leases the building(s) and underlying land from the Owner from City of Lake Worth, Florida. "Facility" is used herein to refer to the building(s) and the associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of $ 150,000; to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility in accordance with Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as "cultural facility," as defined herein, for at least (10) ten years following the execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties hereby agree to the following:

1.) This restrictive covenant shall run with the title to the land and the cultural facility, encumber them, and be binding upon the Grantee, the Owner and their successors in interest for ten (10) years following the execution of the grant award agreement.

2.) The grant award shall only be expended for

Project Title: Lake Worth Arts Center (Grant # 15.9.200.390)

3.) The Parties agree that for the required duration of this covenant, all improvements to the facility and the associated land, funded in whole or part by grant funds shall be owned by the Owner.

4.) The Division has the right to inspect the facility and the associated land at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The Grantee shall operate and maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and [illegible]

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
CITY OF LAKE WORTH)

I hereby certify the foregoing to be a true and correct copy of Resolution Covenant

In Witness Whereof, I have hereunto set my hand and affixed the official seal of the City of Lake Worth, Florida.

3/31/15 Date

City Clerk

6.) This restrictive covenant will be violated by the Grantee, or its successors in interest if the facility ceases to be used as a cultural facility, as defined above, within ten (10) years following execution of the execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:

a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;

b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;

c. If the violation occurs more than six (6) but less than seven (7) years following execution of the grant award agreement, 65% of the grant amount;

d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;

e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and

f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) The amount due as a result of Grantee's violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties.

8.) If the entire amount due under the paragraph (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

9.) As a condition to receipt of the grant funds, the Grantee shall:
a. Record this covenant in the public records with the Clerk of the Circuit Court of **Palm Beach** County, Florida;
b. Pay all fees associated with its recording; and
c. Provide a certified copy of the recorded covenant to the Division and to the Owner.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES: **PARTIES:**

First Witness Signature — GRANTEE SIGNATURE

Joan Oliva — CARY SABOL

First Witness Name (print) — GRANTEE NAME (print)

Second Witness Signature — 29 SOUTH J STREET

GRANTEE ADDRESS

Chris Dabros — LAKE WORTH — FL — 33460

Second Witness Name (print) — City — State — Zip

The State of Florida County of PALM BEACH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

CARY SABOL personally

(Name)

appeared as Chairman for Lake Worth CRA

(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at 29 S J STR LW, Florida on 12.09.14

NOTARY PUBLIC STATE OF FLORIDA
EMILIA THEODOSSAKOS
MY COMMISSION # FF 069758
EXPIRES: July 4, 2018
Bonded Thru Budget Notary Services

Notary Public In and for

The State of FL

My commission expires: JULY 4 2018

[SEAL]

First Witness Signature

OWNER SIGNATURE

Shanavia Denwiddie
First Witness Name (print)

Mayor PamTrivio
OWNER NAME (print)

Second Witness Signature

7 N Dixie Highway
OWNER ADDRESS

Pamela J. Lopez
Witness Name (print)

Lake Worth
City

FL
State

33460
Zip

The State of Florida County of Palm Beach

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

PamTrivio
(Name) personally

appeared as mayor
(Position) for City of Lake Worth
(Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at Lake Wheth, Florida on March 9, 2015

Notary Public in and for

The State of Florida

My commission expires: 4/26/15

[SEAL]

Deborah M. Andrea

Approved as to legal sufficiency:

For City Attorney, Glen Torcivia

2/25/2015

DEBORAH M. ANDREA
MY COMMISSION # EE080147
EXPIRES April 26, 2016
(407) 398-0153 FloridaNotaryService.com

For the Division of Cultural Affairs:

[illegible] Director
Name Title

R.A. Gray Building
500 S. Bronough St.
Tallahassee, Florida

[signature]
First Witness Signature

Elsie J. Rogers
First Witness Name (print)

[signature]
Second Witness Signature

Sarah Stagg
Second Witness Name (print)

The State of Florida
County of Leon

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

Sandy Shaughnessy (Name) personally

appeared as Director (Position) for the Florida Department of State, Division of Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced personally known

Executed and sealed by me at Tallahassee, Florida on 3/24/15

[signature]

RACHELLE ASHMORE
Notary Public - State of Florida
My Comm. Expires Apr 17, 2015
Commission # EE 85012

Notary Public in and for
The State of Florida
My commission expires: 4/17/15

[SEAL]

LEGAL DESCRIPTION OF PREMISES

Lots 1 to 6 and Lots 11 to 16, Block F, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH)

Parcel Control Number: 38-43-44-21-15-515-0010

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.
THIS 3 DAY OF NOV, 20 15
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

AGREEMENT

THIS AGREEMENT is dated as of the 11th day of March, 2015, by and between the CITY OF LAKE WORTH Community Redevelopment Agency, a public body, corporate and politic, FLORIDA, hereinafter called the CRA, and Stuart and Shelby, Inc., a Florida corporation, hereinafter called CONTRACTOR.

WHEREAS, OWNER shall be considered as the Local Agency.

WHEREAS, CONTRACTOR is a for profit corporation, and has agreed to provide construction and rehabilitation services for the OWNER with respect to property at the address noted below.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

1121 Lucerne Avenue, Lake Worth, FL

Article 2. CONSULTANT.

N/A

Article 3. ENTIRE AGREEMENT.

This Construction Contract, along with the Contract Documents consisting of the Agreement, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications and modifications issued after execution of the Contract embodies the entire agreement between CRA and Contractor and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Article 4. CONTRACT SUM.

The CRA shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, an amount not to exceed Ninety-Seven Thousand One Hundred Eight and 00/100 Dollars ($97,108.00), which shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents. The Contract Price is consistent with the Project Budget which is attached hereto and incorporated herein by reference. In the event the Contractor's performance of the obligations hereunder result in a cost which is less than the Contract Price, overhead and profit included, the Contract Price shall be reduced to the total cost of Contractor's performance of the obligations, overhead and profit included.

Article 5. CONTRACT TIME; LIQUIDATED DAMAGES.

5.1 The work will be substantially completed in accordance with the Development Timeline which is attached hereto as an exhibit, and incorporated herein by reference, and as specified in the

General Conditions and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions.

5.2 Liquidated Damages. The CRA and CONTRACTOR recognize that time is of the essence of this Agreement and that the CRA will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 13 of the General Conditions.

They also recognize that the actual loss suffered by the CRA if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring any such proof, the CRA and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CRA one hundred dollars ($100.00) for each day that expires after the time specified in paragraphs 5.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CRA, CONTRACTOR shall pay OWNER one hundred dollars ($100.00) for each day that expires after the time specified in paragraph 5.1 for completion and readiness for final payment. CONTRACTOR expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the CRA, estimated at the time of executing the Contract. If the CRA reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CRA to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by CRA's authorized representative as provided in the General Conditions.

6.1 Progress Payments. The CRA shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by CRA's authorized representative, on or about the First day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 3.6.3 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

6.1.1 Prior to Substantial Completion progress payments will be made to CONTRACTOR. The CRA may, pursuant to this Agreement, withhold payment, in accordance with paragraph 15.7 of the General Conditions.

6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.13 of the General Conditions, the CRA shall pay the remainder of the Contract Price as recommended by CRA's authorized representative as provided in said paragraph 15.13.

Article 7. RESERVED Section 3 Program Requirements.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

7.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("section 3"). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

7.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

7.3 The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

7.4 The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

7.5 The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

7.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Article 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce the CRA to enter into this Agreement CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

8.2 CONTRACTOR has obtained and carefully studied, or assumes responsibility for obtaining and carefully studying, existing vegetation, underground utilities, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given CRA written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CRA is acceptable to CONTRACTOR.

Article 9. NO DAMAGES FOR DELAY.

9.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.

9.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.

9.3 CONTRACTOR agrees to commence the Work when directed by the CRA, and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the CRA shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.

9.4 CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the CRA, or other governmental entity, such act, hindrance or delay may

only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy, as set forth in Article 13 of the Contract General Conditions.

9.4.1 Extensions of time to complete the Work shall be determined by the CRA provided that the CONTRACTOR provides the CRA with notice in writing of the cause of said act, hindrance or delay within fifteen (15) days after its occurrence.

9.4.2 In the event the request for extension is not made in writing within that fifteen (15) day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.

9.4.3 All extensions of time shall be authorized only by a written change order executed by the CRA, and CONTRACTOR; in the absence of a written and fully executed change order, CONTRACTOR shall not be entitled to any claim for additional time, unless an executed extension to the Notice to Proceed has been issued to the CONTRACTOR by the CRA, extending the dates for Substantial and/or Final Completion

9.4.4 This "no damage for delay" provision shall encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.

9.4.5 Damages as referenced in this "no damage for delay" provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

9.4.6 The CONTRACTOR recognizes and specifically acknowledges the terms and conditions of this "no damage for delay" clause upon execution of this Contract.

Article 10. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the CRA and CONTRACTOR concerning the Work consist of the following:

10.1. This Agreement.

10.2. Exhibits to this Agreement.

10.3. Certificates of Insurance.

10.4. Notice to Proceed.

10.5. Certificate of Substantial Completion.

10.6. Warranty of Title.

10.7. Final Receipt.

10.8. General Conditions.

10.9. Supplemental General Conditions as listed in TABLE OF CONTENTS thereof.

10.10. Technical Specifications as listed in TABLE OF CONTENTS thereof.

10.11. Drawings, consisting of cover sheet, demolition plan, floor plan, roof framing plan, sections and details plan, mechanical plans pages M-1 thru M-2, electrical plans pages E-1 thru E-3, and plumbing plans pages P-1 thru P-4. with each sheet bearing the following general title: Lake Worth CRA Building Modification Project, Lake Worth Recreation Building.

1121 Luceme Avenue, Lake Worth, FL

10.12. Addenda number ___ to ___, inclusive.

10.13. Documentation submitted by CONTRACTOR prior to Notice of Tentative Award (pages _____ to _____, inclusive).

10.14. ~~CRA Approved Site Plan~~

10.15 Requirements for Federally Funded Projects, which is attached hereto

10.16 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 4.4 and 4.5 of the General Conditions.

10.18. There are no Contract Documents other than those listed above in this Article 10. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 4.4 and 4.5 of the General Conditions.

10.19 To the extent of any conflict between this Agreement and the Consortium Funding Agreement, the provisions of this Agreement, including any exhibits specific to this Agreement, shall control.

Article 11. INDEMNITY.

In consideration of Ten Dollars ($10.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CRA, their agents and employees in accordance with paragraph 7.25 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06, as amended. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefor.

Article 12. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CRA for all expenses of consulting and inspection incurred by the CRA during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CRA will be charged to CONTRACTOR by the CRA and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as consulting charges associated with the construction contract administration, including resident project representative costs.

Article 13. MISCELLANEOUS.

13.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meaning indicated in the General Conditions.

13.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.3. The CRA and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

13.4 The agreement shall be void if not signed by both the CRA and the CONTRACTOR.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the CRA and CONTRACTOR have caused this Agreement to be executed the day and year shown below.

This Agreement will be effective on 3/9/15

CITY OF LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Executive Director

_____
(type or print)

CONTRACTOR

By: _____
(Signature)

W. E. Neville
(type or print)

(Corporate Seal)

ATTEST:

_____

Print Name: _____
Title: _____

Address for giving notice to the CRA:

Lake Worth CRA
29 South J Street
Lake Worth, FL 33460

Address for giving notices:
(Type or Print Clearly)

205 George Bush Blvd.
Delray Beach, FL 33444

License No. CGC35842

Agent for service of process:

William Neville
(If CONTRACTOR is a corporation, or Partnership attach evidence of authority to sign.)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31 day of March 2015, by William Neville (name of officer or agent, title of officer or agent), of Swart Straley Development Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) _____ (type of identification).

Patty Eldredge
Signature and Stamp of Notary Public

PATTY ELDREDGE
MY COMMISSION # EE 804570
EXPIRES: September 12, 2016
Bonded Thru Budget Notary Services

CERTIFICATE
(If Corporation)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that a meeting of the Board of Directors of Stuart & Shelby Development, Inc., a corporation under the laws of the State of Florida held on February 4, 2013 the following resolution was duly passed and adopted:

"RESOLVED", that William Neville, as Vice President of the corporation, be he/she is hereby authorized to execute the Agreement dated February 5, 2013, between the City of Lake Worth CRA, Florida and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 2nd day of February, 2013.

(Secretary)

(Corporate Seal)

~~SURETY PERFORMANCE AND PAYMENT BOND~~
~~Bond No._____~~

~~By this Bond, We _____, as Principal, whose principal business address and phone number are _____ as Contractor under the contract dated _____, 20____, between Principal and the City of Lake Worth Community Redevelopment Agency, whose principal address _____ and _____ phone number _____ are _____ for the construction of Project No._____, more particularly described as _____ and located at _____ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, as Surety, whose principal business address and telephone number are _____ this sum of (U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.~~

~~THE CONDITION OF THIS BOND is that Principal:~~

~~1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and~~

~~2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and~~

~~3. Pays CRA all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that CRA sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and~~

~~4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;~~

~~then this bond is void; otherwise it remains in full force.~~

~~In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligee to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time, shall be deemed to be in default fifteen days after receipt~~

of an additional written demand by the Obligee to correct the Principal's default, and the Obligee shall be entitled to enforce any remedy against Surety available to the Obligee including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the CRA. This Bond does not limit the CRA's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ___ day of _____ 20__.

CONTRACTOR

_____
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

_____

(SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

SURETY:

_____
Name:

_____

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be Attached)

By: _____
Name
Attorney-in-Fact

(CORPORATE SEAL)

LIMITED POWER OF ATTORNEY

_____, and _____
(Principal) (Surety)
hereby grants the Executive Director of the Lake Worth Community Redevelopment Agency Power of Attorney to insert the date of execution on the contract, surety bonds to the contract and agreement entitled, _____
_____
_____

In Witness Whereof, we have hereunto set our hand and seal this _____ day of _____, 20__.

_____
Principal (SEAL)

Witnesses:

_____
Surety (SEAL)

_____
Print Name: _____

_____
Print Name: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) _____ (type of identification) (as identification).

_____

_____
Signature and Stamp of Notary Public

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

William Neville being first duly sworn, deposes and says that:

(1) He is the Partner,
(Owner, Partner, Officer, Representative or Agent)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against Lincoln, or any person interested in the proposed Contract;

(5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: [signature]
Print Name: W.E. Neville

Subscribed and sworn to before me this 31 day of March, 2015.

Patty Eldredge
Signature and Stamp of Notary Public

My Commission Expires: 9-12-2016

PATTY ELDREDGE
MY COMMISSION # EE 834600
EXPIRES: September 12, 2016
Bonded Thru Budget Notary Services

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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 employees 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, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer 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 workplace 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]
Bidders Signature

W.E. Neville
(Print or type)

TRENCH SAFETY ACT
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance N/A Cost $0.00

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess CRA's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the CRA and Consultant are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

CERTIFICATE OF SUBSTANTIAL COMPLETION

1121 Lucerne Avenue, Lake Worth, FL

CONTRACTOR: _____

CONTRACT DATE: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

_____

_____

_____

TO: City of Lake Worth Community Redevelopment Agency, Florida

AND TO: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of the CRA, CONTRACTOR and CONSULTANT, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

_____
(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of Substantial Completion.

The responsibilities between the CRA and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

CRA: _____

_____

CONTRACTOR: _____

_____

The following documents are attached to and made a part of this Certificate:

_____

This certificate does not constitute an acceptance of Work not in accordance with the Contract documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by CONSULTANT on _____, 20__.

By: _____

Title: _____

CONTRACTOR accepts this Certificate of Substantial Completion on:

_____, 20__.

By: _____
Title: _____

The CRA accepts this Certificate of Substantial Completion on:

_____, 20____

By: _____
Title: _____

WARRANTY OF TITLE
(For Periodic Progress Payments)

STATE OF FLORIDA)
) SS CONTRACTOR: _____
COUNTY PALM BEACH)

1121 Lucerne Avenue, Lake Worth, FL

BEFORE ME, the undersigned authority, personally appeared _____ (the "Affiant"), who after being duly sworn, says that he is the "CONTRACTOR", pursuant to a Contract (the "Contract") dated _____, 20____, with the CITY OF LAKE WORTH Community Redevelopment Agency (the "OWNER"), for the supply of certain labor and/or materials (the "Work"), to certain property, as shown and described in the Contract Documents, subsequent Addenda or Change Orders, and on behalf of the Contractor makes the following warranties:

I. The CONTRACTOR warrants that it has fully completely in accordance with the plans and specifications therefor, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The CONTRACTOR further warrants and represents that:

1. All subcontractors, vendors, material men, suppliers and other parties of whatever kind of nature who are entitled to payment from the CONTRACTOR for providing labor and/or materials to the CONTRACTOR pursuant to the Contract as of the date in the last previous request for payment have been paid in full and therefore have delivered to the CONTRACTOR original validly executed Partial Waivers of Right to Claim Against the Payment Bond pursuant to Florida Statutes Section 255.05(2)(b) with respect thereto, and CONTRACTOR has delivered such original executed Waivers to the CRA.

2. Title to all materials and equipment covered by the attached Periodic Pay Request for Payment dated _____, 20__, passes to the LW CRA.

(Contractor)_____

(Signature)_____

(Title)_____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

_____
Signature and Stamp of Notary Public

FINAL RECEIPT

STATE OF FLORIDA
COUNTY OF PALM BEACH

_____ being first duly sworn, deposes and says as follows:

1. He/she is _____ of _____
(Title) (Name of Corporation or Firm)
a _____ corporation which is named in Construction Contract dated the _____ day of _____, 20__, between said corporation as the CONTRACTOR and the CITY OF LAKE WORTH Community Redevelopment Agency (the CRA) as the OWNER for the construction of:

1121 Lucerne Avenue, Lake Worth, FL

2. CONTRACTOR has fully completed all construction and work under the Contract and Title to all work, materials and equipment under the Contract passes to the CRA at the time of final payment, free and clear of all liens, and all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Contract.

3. Receipt by CONTRACTOR of the final payment from CRA in the amount $_____ shall constitute a full release and discharge by CONTRACTOR to the CRA of all claims or liens of CONTRACTOR against OWNER arising out of, connected with, or resulting from performance of the Contract, including full payment for all extra work and material furnished by the undersigned in the construction of said improvements.

4. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Affiant Contractor

Signed and sealed in the presence of :

By:_____
Print Name:_____
Title:_____

Sworn to and subscribed before me this _____ day of _____, 20__.

_____
Signature and Stamp of Notary Public

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR THE CITY OF LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

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GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CRA and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by CRA which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents. The accepted Application for Payment form is attached hereto..

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.

CHANGE ORDER - A document signed by the CONTRACTOR and the CRA which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement. Change Orders must be in writing and verbal agreements of any matter are expressly excluded from any definition.

CRA - The City of Lake Worth Community Redevelopment Agency, a Florida municipal corporation, its authorized and legal representatives, the public entity with whom the Contractor has entered into the agreement and for whom the work is to be provided.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

CONTRACT DOCUMENTS - The Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

CONTRACT PRICE - The total monies payable by the CRA to the CONTRACTOR under the terms and conditions of the Contract Documents which can be modified only by written change order.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CRA has executed the Agreement to furnish the Work called for in the Contract Documents and its representatives, agents, employees, officers, directors and all others affiliated therewith.

DEFECTIVE WORK - Work determined by the CRA or Consultant to be unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the CRA'S recommendation of final payment.

DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the Work, which have been prepared or approved by CONSULTANT and which are considered part of the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

FIELD ORDER - A written order by the CRA that does not impact the cost or time of performance of the Work and for which no increase in Contract Sum or Contract Amount shall be permitted.

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

LAWS AND REGULATIONS; LAWS OR REGULATIONS - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

NOTICE TO PROCEED - The written notice issued by the CRA, or its agents, to the CONTRACTOR requiring the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time.

PARTIAL UTILIZATION - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE (RPR) - Resident Project Representative is CRA's agent at site, will act as directed by and under the supervision of the CRA's Executive Director. Responsibilities of the RPR are further defined in Paragraph 10.3 of these General Conditions.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the CRA as evidenced by CRA'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion

of the entire Project. Substantial Completion cannot occur in the absence of CRA'S express written approval of such.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

SURETY - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

TECHNICAL SPECIFICATIONS - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

UNIT PRICE WORK - Work to be paid for on the basis of unit prices rather than on a lump-sum basis.

WORK – The totality of any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and other incidentals and the furnishing thereof.

WORK DIRECTIVE CHANGE - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CRA, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

WRITTEN AMENDMENT - A written amendment of the Contract Documents, signed by the CRA and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2- THE WORK

2.1 The CONTRACTOR shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor, and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

2.2 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.3 The CONTRACTOR represents and warrants that:

2.3.1 It is financially solvent and has sufficient working capital to perform obligations under this Construction Contract;

2.3.2 It is experienced and skilled in the construction of the type of project described in this Contract Document;

2.3.3 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.3.4 It is a fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "CONTRACTOR" in the Construction Contract;

2.3.5 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and waterways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines. The Contract acknowledges receipt and has reviewed the site geotechnical report as provided by the CRA.

2.3.6 It will comply with all federal, state and local government laws, rules regulations and building codes relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3 - PRELIMINARY MATTERS

DELIVERY OF DOCUMENTS:

3.1. When the CONTRACTOR delivers the signed Agreements to the CRA, the CONTRACTOR shall also deliver to the CRA such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

COPIES OF DOCUMENTS:

3.2. The CRA shall furnish to CONTRACTOR five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME:

3.3. The Contract Time will commence to run on the day that the Project Building Permit is issued. CONTRACTOR shall notify the CRA in writing no later than 3 days after the Project Building Permit is issued.

STARTING THE PROJECT:

3.4. CONTRACTOR shall start to perform the Work no later than the earlier of the date reflected on the Notice To Proceed as the commencement date, or ninety (90) days from the issuance of the Project Building Permit. Final Certificate of Occupancy or Final Inspection where no Certificate of Occupancy is issued shall be completed within two hundred ten (210) days following commencement of construction.

BEFORE STARTING CONSTRUCTION:

3.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to RPRany conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from RPR before proceeding with any Work affected thereby; CONTRACTOR shall have a continuing obligation to promptly report any conflicts, errors, ambiguities or discrepancies in the Contract Documents to the RPR over the duration of the Project.

3.5.1 The CONTRACTOR and Subcontractor have fully examined and compared all Drawings, Specifications and other Contract Documents and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.5.2 With respect to all construction materials, labor, methods, means, techniques and sequence of procedures required to carry out the Work or safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that CONTRACTOR is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the CONTRACTOR prior to execution of this Construction Contract.

3.5.3 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

3.5.4 The Contract Time is adequate for the performance of the Work.

3.5.5 The CONTRACTOR is responsible for all means, methods, techniques and sequencing of construction.

3.5.6 If, after execution of this Construction Contract, the CONTRACTOR detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify CRA prior to proceeding with the specific potion of the Work.

3.5.7 CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the CRA of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents before proceeding with the affected Work.

3.5.8 In the event of a conflict among the Contract Documents, the most stringent requirement to the CONTRACTOR shall control.

3.6 At the preconstruction conference, CONTRACTOR shall submit to CRA for review:

3.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and

3.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and

3.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission ;and,

3.6.4. Preconstruction video tapes if required by the technical specifications

3.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the CRA for general conformance with the Contract documents. Failure of the CONTRACTOR to timely submit the required documents for the CRA'S review shall not entitle Contractor to an extension of time or additional compensation under any circumstances. After review of the schedules, no deviation shall be made without prior written acceptance by the CRA for general conformance with the Contract Documents.

PRECONSTRUCTION CONFERENCE:

3.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, RPR and others as deemed appropriate by the CRA, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 3.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment , and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

FINALIZING SCHEDULES:

3.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CRA, and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 3.6. The finalized progress schedule will be acceptable to the CRA as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CRA responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CRA as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CRA as to form and substance.

ARTICLE 4 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

INTENT:

4.1. The Contract Documents comprise the entire agreement between the CRA and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

4.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CRA or CONTRACTOR or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CRA'S, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the

provisions of paragraph 10.15 or 10.16. Clarifications and interpretations of the Contract Documents shall be issued by the CRA as provided in paragraph 10.4.

4.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall immediately so notify the CRA, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification.

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

4.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

4.4.1. a formal Written Amendment.

4.4.2. a Change Order (pursuant to paragraph 11.4), or

4.4.3. a Work Directive Change (pursuant to paragraph 11.2).

As indicated in paragraphs 11.2 and 12.2, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

4.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

4.5.1. a Field Order (pursuant to paragraph 10.5)

4.5.2. CRA'S design professionals' review of a Shop Drawing or sample (pursuant to paragraphs 7.26 and 7.27), or

4.5.3. CRA'S design professionals' review written interpretation or clarification (pursuant to paragraph 10.4).

REUSE OF DOCUMENTS:

4.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CRA shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CRA.

ARTICLE 5 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

5.1. The CRA shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CRA, unless otherwise provided in the Contract

Documents. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the CRA. A copy of the written consent shall be given to the CRA.

5.1.2. Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

5.1.3. Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

5.1.4. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CRA, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

PHYSICAL CONDITIONS:

5.2 Generally:

5.2.1. Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CRA in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations, or opinions contained therein or for the completeness for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 5.3, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

5.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 5.3) which are at or contiguous to the site that have been utilized by the CRA in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 5.3, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any

materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CRA for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

5.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

5.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 5.2.1 and 5.3.3 is inaccurate, or

5.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 7.22), notify the CRA in writing about the inaccuracy or difference. Should the CONTRACTOR fail to notify the CRA within five (5) calendar days of discovering such differing site condition, it waives its right to seek additional time or compensation for such deficiency and is precluded from seeking a change order for such work under any circumstances.

5.2.4. Design professionals retained by the CRA will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CRA in writing (with a copy to the CONTRACTOR) their findings and conclusions.

5.2.5. Possible Document Change: If the CRA concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 11 to reflect and document the consequences of the inaccuracy or difference.

5.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CRA and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 12 and 13.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

5.3 Generally:

5.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CRA by the owners of such Underground Facilities or by others.

5.3.1.1. The CRA shall not be responsible for the accuracy or completeness of any such information or data; and,

5.3.1.2. CONTRACTOR warrants that it has examined the information and data presented and that it is accurate and free from any and all defects, inconsistencies, errors and omissions. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 7.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the CRA in order that necessary changes may be made to permit installation of the Work.

5.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 7.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CRA. The CRA will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 7.20.

5.3.3. CONTRACTOR is expressly limited to an extension of the Contract Time to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. CRA, in its sole discretion, shall determine whether to award an extension of time under such circumstances. Furthermore, should CONTRACTOR fail to provide the CRA with written notice of the error, omission or discrepancy in the Underground Facility within five (5) calendar days of discovering such, it waives its right to a time extension for such error, omission or discrepancy.

REFERENCE POINTS:

5.4. The CRA shall provide engineering surveys to establish reference points for construction which in CRA'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CRA. The CONTRACTOR shall report to the CRA whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 6 – BONDS AND INSURANCE

BONDS:

6.1. CONTRACTOR shall upon delivery of the executed Agreement to the CRA furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. Each Bond shall be furnished in an amount equal to 100% of the amount of the Contract award. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CRA and Surety shall be a nationally recognized Surety Company acceptable to the CRA, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, for projects not exceeding ($500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (2010). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-VII. Bonds shall be executed and issued by a resident agent, licensed and having an office in Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

6.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 6.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 6.1. CONTRACTOR'S failure to timely furnish a substitute surety shall constitute a material breach of the Contract and shall give the CRA the immediate right to terminate the CONTRACTOR for cause in accordance with Article 16 of the Contract General Conditions.

CONTRACTOR'S INSURANCE:

6.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. Before starting and during the term of this Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 6.4, inclusive below.

6.4 Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

6.4.1. Workers' Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CRA harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

6.4.1.1. Employers' Liability with Statutory Limits of $100,000/$500,000/ $100,000.

6.4.1.2. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the CRA with thirty (30) days' written notice of cancellation and/or restriction.

6.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

6.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

6.4.2.1. Minimum Limits of total coverage shall be $1,000,000.00 $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet $1,000,000.00 minimum to be acceptable to the CRA.

6.4.2.2. Premises and/or Operations.

6.4.2.3. Independent Contractor.

6.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

6.4.2.5. XCU Coverages.

6.4.2.6. Broad Form Property Damage including Completing Operations.

6.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

6.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

6.4.2.9. Additional Insured. The CRA shall be specifically included as additional insured (including products).

6.4.2.10. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the CRA with thirty (30) days' written notice of cancellation and/or restriction.

6.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein and require that each subcontractor include the CRA specifically as additional insured (including products)or insure the activities of subcontractors in his own insurance policy.

6.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

6.4.3.1. Minimum limit of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

6.4.3.2. Owned Vehicles.

6.4.3.3. Hired and Non-Owned Vehicles

6.4.3.4. Employee Non-Ownership

6.4.3.5. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the CRA with thirty (30) days' written notice of cancellation and/or restriction.

6.4.4. All Risk Property Insurance - When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CRA'S for which the CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the CRA, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

6.4.4.1. Coverage to be provided on a full replacement cost basis.

6.4.4.2. Losses in excess of ten thousand dollars ($10,000) shall be jointly payable to the CONTRACTOR and the CRA.

6.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CRA.

6.4.4.4. Maximum Deductible - $5,000 each claim.

6.4.4.5. Copy of Policy. A certified copy of the policy must be provided to the CRA prior to the commencement of work.

6.4.4.6. Named Insured. The CRA must be included as named insured.

6.4.4.7. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the CRA with thirty (30) days written notice of cancellation and/or restriction.

6.4.4.8. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CRA must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

6.4.5. A Best Rating of no less than A-7 is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR nor any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CRA with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CRA. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies and certificates of insurance shall be filed with the CRA.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

7.1. The CONTRACTOR has the obligation to deliver to the CRA the completed job in a good and workmanlike condition in accordance with the requirements of the Contract Documents. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other acts of God or causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

7.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT; HOURS OF WORK:

7.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CRA'S written consent (which shall not be unreasonably withheld). The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the CRA, the CRA restricts the work between the hours of 8:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CRA. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CRA.

The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the CRA and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

All costs of inspection and testing performed by the CRA during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CRA shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.

7.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the work.

7.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CRA, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and

equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CRA, , or any of the CRA'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 10.15 or 10.16.

ADJUSTING PROGRESS SCHEDULE:

7.6. CONTRACTOR shall submit to CRA for review and comment (to the extent indicated in paragraph 3.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

7.6.1. The technical specifications shall govern the use of substitute or "or-equal" items. CRA shall be solely responsible for determining whether to permit the proposed substitution and Contractor expressly agrees to be bound by CRA's decision. The procedure for review by the CRA will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by the CRA from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to the CRA for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CRA for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the CRA in evaluating the proposed substitute. The CRA may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

7.6.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the CRA, if CONTRACTOR submits sufficient information to allow the CRA to determine that the substitute proposed is equal or better to that indicated or required by the Contract Documents. The procedure for review by the CRA will be governed by the procedure provided in paragraph 7.6.1 as applied by the CRA and as may be supplemented in the Technical Specifications.

7.6.3. Substitution requests must include the CONTRACTOR'S waiver of its right to additional compensation or time for the failure of the proposed substitution to properly perform.

7.6.4 In order for a substitution to be considered, one or more of the following conditions must be met:

a. The substitution request must be timely, fully documented and properly submitted.

b. The request is directly related to an "or equal" clause in the Contract Documents.

c. The product or method prescribed in the Contract Documents is no longer available.

d. There is a substantial advantage offered to the CRA in terms of cost, time, energy conservation or other considerations of merit.

7.6.5. CRA will be allowed a reasonable time within which to evaluate each proposed substitute. CRA will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without CRA'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CRA may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

7.7 Generally:

7.7.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CRA as indicated in paragraph 7.7.2), whether initially or as a substitute, against whom the CRA may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

7.7.2 If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) shall be submitted to the CRA for acceptance by the CRA , and if CONTRACTOR has submitted a list thereof, the CRA's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CRA objects to certain suppliers or subcontractors, the CRA may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CRA may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CRA objects to certain suppliers or subcontractors, the CRA shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CRA. No acceptance by the CRA of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CRA to reject defective Work.

7.8. CONTRACTOR shall be fully responsible to the CRA for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work on the Project just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CRA and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CRA to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

7.9. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

7.10. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CRA.

PATENT FEES AND ROYALTIES:

7.11. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CRA its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CRA in the Contract Documents. CONTRACTOR shall indemnify and hold harmless the CRA and anyone directly or indirectly employed by the CRA from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

PERMITS:

7.12. CONTACTOR shall obtain and pay for all licenses required by CONTACTOR to perform its scope of work. The CRA shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. There will be no cost for permits issued by the City. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CRA shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

7.13 Generally:

7.13.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules regulations and building codes applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, the CRA shall not be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations. In addition, Contractor shall be responsible for ensuring the compliance of all subcontractors, suppliers or other entities furnishing labor, services or materials on the Project with all laws, ordinances, rules, regulations and building codes. Contractor's failure to comply with any of the applicable laws, ordinances, rules, regulations or building codes shall constitute a material breach of the Contract.

7.13.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CRA prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 4.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CRA, CONTRACTOR shall bear all costs arising therefrom.

TAXES:

7.14. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

7.15. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CRA by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify and hold the CRA harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CRA to the extent based on a claim arising out of CONTRACTOR'S performance of the Work or the Work of its subcontractor, suppliers, materialmen or other entities performing Work under the supervision of CONTRACTOR on the Project.

7.16. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CRA. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

7.17. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

RECORD DOCUMENTS:

7.18. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 10.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the CRA for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to the CRA.

SAFETY AND PROTECTION:

7.19. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

7.19.1. all employees on the Work and other persons and organizations who may be affected thereby; and

7.19.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

7.19.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraphs 7.19.1 to 7.19.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CRA or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the CRA has issued a notice to the CONTRACTOR in accordance with paragraph 15.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of an and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

7.20. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CRA.

EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:

7.21 Generally:

7.21.1. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from the CRA, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give CRA prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If CRA determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

7.21.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all

changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The CRA may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

SHOP DRAWINGS AND SAMPLES:

7.22. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to CRA for review by CRA's licensed design professionals in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 3.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CRA may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CRA's licensed design professionals to review the information as required.

7.23. CONTRACTOR shall also submit to CRA for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

7.23.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

7.23.2. At the time of each submission, CONTRACTOR shall give CRA specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to CRA for review of each such variation.

7.24. CRA's licensed design professionals will review within ten days of receipt thereof, Shop Drawings and samples but CRA'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by CRA's licensed design professionals, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CRA's licensed design professionals on previous submittals. CRA's licensed design professionals will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

7.25. CRA'S licensed design professionals' review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CRA'S attention to each such variation at the time of submission as required by paragraph 7.23.2 and CRA's licensed design professionals has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the

Shop Drawing or sample approval; nor will any review by CRA relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 7.23.1.

7.26. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CRA'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

7.27. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CRA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. While a change order request is pending, Contractor is still obligated to fully perform all work in accordance with the Contract Documents and as directed by the CRA.

INDEMNIFICATION:

7.28. In consideration of ten dollars ($10.00) and other valuable consideration, the CONTRACTOR shall defend, indemnify and save harmless the CRA, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the CRA as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by the CONTRACTOR in the performance of this Project. CONTRACTOR agrees that negligent, reckless or intentional wrongful misconduct includes but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. CONTRACTOR agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the CONTRACTOR, his subcontractors, agents, servants or employees. CONTRACTOR further agrees to defend, indemnify and save harmless the CRA from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CRA on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CRA for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the CONTRACTOR to defend at his own expense or to provide for such defense, at the CRA'S option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CRA which may result from the operations and activities under this Contract whether the construction operations be performed by the CONTRACTOR, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The CRA will pay to the Contractor the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the CONTRACTOR acknowledges that the bid price includes said consideration for the indemnification provision.

ARTICLE 8 - OTHER WORK

RELATED WORK AT SITE:

8.1. The CRA may perform other work related to the Project at the site by the CRA's own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that

such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Article 13; Contractor, however, shall not be entitled to any additional compensation under such circumstances and is limited to making a claim for an extension of time. If the performance of additional Work by other CONTRACTOR or the Owner is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

8.2. CONTRACTOR shall afford the CRA and other contractors who are a party to such a direct contract (or the CRA, if the CRA is performing the additional work with the CRA'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CRA and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CRA and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CRA and other contractors.

8.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CRA), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work and CONTRACTOR shall not be entitled to any additional time or compensation therefor.

COORDINATION:

8.4. If the CRA contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, the CRA shall not have any authority or responsibility in respect of such coordination.

ARTICLE 9 - THE CRA'S RESPONSIBILITIES

9.1. The CRA shall issue all communications to CONTRACTOR through its RPR.

9.2. The CRA shall furnish the data required of the CRA under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 15.4 and 15.13.

9.3. The CRA's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 5.1 and 5.4. Paragraph 5.2 refers to the CRA's identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CRA's licensed design professionals in preparing the Drawings and Specifications.

9.4. The CRA may execute Change Orders as indicated in paragraph 11.4. The CRA may decide, in its sole discretion, to reject a Change Order submitted by the CONTRACTOR where it determines that such is in the CRA'S best interests.

9.5. In connection with the CRA's right to stop Work or suspend Work, see paragraph 14.10 and 15.1. Paragraph 15.2 deals with the CRA's right to terminate services of CONTRACTOR.

ARTICLE 10 - RPR'S STATUS DURING CONSTRUCTION:

CRA REPRESENTATIVE:

10.1. The RPR will be the CRA's representative during the construction period. The duties and responsibilities and the limitations of authority of the RPR during construction are set forth in the Contract Documents and shall not be extended without written consent of the CRA.

VISITS TO SITE:

10.2. After written notice to proceed with the work, the RPR shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The RPR shall not be responsible for the construction means, methods, procedures, techniques and sequences of construction, for which CONTRACTOR is solely responsible, and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CRA informed of the progress of the work, will endeavor to guard the CRA against defects and deficiencies in the Work of the CONTRACTOR and may reject Work as failing to conform to the Contract Documents and require CONTRACTOR to repair or replace all defective work at no additional cost to the CRA.

PROJECT REPRESENTATION:

10.3. The Resident Project Representative is CRA's agent at site, will act as directed by and under the supervision of the CRA's Executive Director. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with CONTRACTOR. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall act with the knowledge of and under the direction of the CRA.

10.3.1. Resident Project Representative shall where applicable:

10.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR concerning its general acceptability.

10.3.1.2. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

10.3.1.3. Working principally through CONTRACTOR'S superintendent, serve as the CRA's liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CRA's on-site operations.

10.3.1.4. Assist in obtaining from the CRA additional details or information, when required for proper execution of the Work.

10.3.1.5. Record date of receipt of Shop Drawings and samples.

10.3.1.6. Receive samples which are furnished at the site by CONTRACTOR provide for examination of samples.

10.3.1.7. Advise the CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the CRA.

10.3.1.8. Conduct on-site observations of the Work in progress to determine if the Work is, in general, proceeding in accordance with the Contract Documents.

10.3.1.9. Report when the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONTRACTOR of Work that should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR from the duties imposed by contract.

10.3.1.10. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report the appropriate details relative to the test procedures and startups.

10.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.

10.3.1.12. Report when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations are issued as required by this Agreement.

10.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications. Transmit to CONTRACTOR decisions as issued by the CRA.

10.3.1.14. Maintain at CRA's offices orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CRA'S licensed design professionals' clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

10.3.1.15. CONTRACTOR shall keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CRA.

10.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

10.3.1.17. Furnish periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

10.3.1.18. Consult with the CONTRACTOR in advance of schedule major tests, inspections or start of important phases of the Work.

10.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend Change Orders, Work Directive Changes, and Field Orders.

10.3.1.20. Report immediately to the CRA upon the occurrence of any accident.

10.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

10.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material reviewed prior to final payment for the Work.

10.3.1.23. Before the CRA issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

10.3.1.24. Conduct final inspection in the company of the CONTRACTOR and prepare a final list of items to be completed or corrected.

10.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations concerning acceptance.

10.3.2. The Resident Project Representative shall not:

10.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

10.3.2.2. Exceed limitations of the CRA'S authority as set forth in the Contract Documents.

10.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

10.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

10.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

10.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

10.3.2.7. Authorize the CRA to occupy the Project in whole or in part.

10.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CRA.

CLARIFICATIONS AND INTERPRETATIONS:

10.4. CONTRACTOR expressly agrees that CRA's Executive Director, or designee is the sole judge of the requirements of the Contract Documents and the judge of CONTRACTOR'S performance thereunder and thus agrees that all decisions made by CRA's Executive Director, or designee regarding such issues shall be binding upon CONTRACTOR. The CRA's Executive Director, or designee will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the CRA's Executive Director or designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

AUTHORIZED VARIATIONS OF WORK:

10.5. CRA may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CRA, and also on CONTRACTOR who shall perform the Work involved promptly. As such Field Orders involve minor variations to the Work, CONTRACTOR shall not be entitled to any additional time or compensation for performing such work and is precluded from submitting change order requests for furnishing such work.

10.6. The CRA will have authority to disapprove or reject Work which CRA believes to be defective or believes to be in nonconformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 14.9, whether or not the Work is fabricated, installed or completed.

DETERMINATIONS FOR UNIT PRICES:

10.10. CRA will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. CRA will review with CONTRACTOR preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). CRA'S written decisions thereon will be final and binding upon the CONTRACTOR unless, within ten days after the date of any such decision, the CONTRACTOR delivers to the CRA written notice of intention to appeal from such a decision.

DECISIONS ON DISPUTES:

10.11. As CRA's Executive Director, or designee, is the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Contractor's Work thereunder, claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 12 and 13 in respect of changes in the Contract Price or Contract Time will be referred to CRA's Executive Director, or designee, in writing with a request for a formal decision in accordance with this paragraph, which will be rendered in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to the CRA's Executive Director, or designee, and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to the CRA's Executive Director, or

designee, and the other party within thirty (30) days after such occurrence unless the CRA's Executive Director, or designee allows an additional period of time to ascertain more accurate data in support of the claim.

10.12. The rendering of a decision by the CRA's Executive Director, or designee pursuant to paragraphs 10.4, 10.10 and 10.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 15.13) will be a condition precedent to any exercise by the CRA or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter. CONTRACTOR'S failure to timely submit a claim to the CRA in accordance with the requirements of the Contract Documents constitutes a waiver of its claim.

LIMITATIONS ON CRA'S RESPONSIBILITIES:

10.13. CRA will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CRA will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

10.14. CRA will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 11 - CHANGES IN THE WORK

11.1 A "Change Order" is defined, for purposes of the Contract Documents, as a written order to the CONTRACTOR executed by the CRA after execution of the Contract, directing a change in the Work and may include a change in the Contract Price or the time for the CONTRACTOR'S performance, or any combination thereof.

11.2 Without invalidating the Agreement and without notice to any surety, the CRA may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

If the CRA and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 12 or Article 13.

11.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 4.4 and 4.5, except in the case of an emergency as provided in paragraph 7.21 and except in the case of uncovering Work as provided in paragraph 14.9.

11.4. The CRA and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

11.4.1. Changes in the work which are ordered by the CRA pursuant to paragraph 11.2, are required because of acceptance of defective Work under paragraph 14.13 or correcting defective Work under paragraph 14.14, or are agreed to by the parties.

11.4.2. Changes in the Contract Price or Contract time which are agreed to by the parties

11.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CRA pursuant to paragraph 10.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 7.27.

11.4.4. Execution of a Change Order by the CONTRACTOR constitutes conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CRA for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

11.4.5. All Change Orders and adjustments shall be in writing and executed by the CONTRACTOR and CRA; otherwise, no claim for additional compensation or time will be permitted.

11.4.6. All Change Orders in which the CONTRACTOR seeks additional time must include a Time Impact Analysis which includes an analysis of how the change shall be incorporated into the construction schedule; the status of construction at that time; and the start/finish dates of all affected activities utilizing the dates included in the latest construction schedule. Where the CONTRACTOR fails to append a Time Impact Analysis to the Change Order, it agrees that the delay has no affect on Contract Time.

11.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CRA to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

11.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the City of Lake Worth.

ARTICLE 12 - CHANGE OF CONTRACT PRICE

12.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

12.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Although the CONTRACTOR acknowledges the "no damages for delay" provision set forth in Article 9 of the Contract Agreement, should it be entitled to any claim for additional compensation under any circumstances, any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the

claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined solely by CRA in accordance with paragraph 10.11 if the CRA and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 12.2. Failure by the CONTRACTOR to strictly comply with such notice requirements shall constitute a complete waiver by the CONTRACTOR of any claim for additional compensation. Furthermore, should the CONTRACTOR be entitled to an increase in the Contract Sum, it shall be strictly limited to the direct cost of labor and materials incurred by the CONTRACTOR at the jobsite and shall in no event include indirect costs, overhead, lost profits or consequential damages incurred by the Contractor. Furthermore, the CRA shall not be liable to the CONTRACTOR for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

12.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

12.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 12.9.1. and 12.9.2.).

12.3.2. By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with paragraph 12.6.2.1).

12.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 12.4 and 12.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 12.6 and 12.7).

COST OF THE WORK:

12.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CRA, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 12.5:

12.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CRA and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CRA.

12.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CRA deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CRA. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CRA, and CONTRACTOR shall make provisions so that they may be obtained.

12.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CRA, CONTRACTOR shall obtain competitive bids from

Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CRA who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

12.4.4. Supplemental costs include the following:

12.4.4.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

12.4.4.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CRA, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction.Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

12.4.4.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

12.4.4.4. Royalty payments and fees for permits and licenses.

12.4.4.5. The site costs of utilities, fuel and sanitary facilities.

12.4.4.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.5. The term Cost of the Work shall not include any of the following:

12.5.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1, which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

12.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site. CONTRACTOR expressly agrees that Home Office Overhead is not included within the costs of the work.

12.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 12.4.4.6 above).

12.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 12.4.

CONTRACTOR'S FEE:

12.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

12.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

12.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

12.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the new cost. If the Work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the Work is done by the CONTRACTOR, he may add fifteen percent (15%) of the net cost for overhead and profit.

12.6.2.2. No fee shall be payable on the basis of costs itemized under paragraphs 12.4.4 and 12.5;

12.6.2.3. The amount of credit to be allowed by CONTRACTOR to the CRA for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

12.6.2.4. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 12.6.2.1 through 11.6.2.3, inclusive.

12.7. Whenever the cost of any Work is to be determined pursuant to paragraph 12.4 or 12.5, CONTRACTOR will submit in form acceptable to CRA an itemized cost breakdown together with supporting data.

CASH ALLOWANCES:

12.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the CRA. CONTRACTOR agrees that:

12.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

12.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued by CRA to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

UNIT PRICE WORK:

12.9 Generally:

12.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CRA in accordance with Paragraph 10.10.

12.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

OMITTED WORK:

12.10. The CRA may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

12.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

12.10.2. By the appropriate lump sum price set forth in the Contract; or,

12.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and approved by the CRA.

ARTICLE 13 - TIME AND DELAYS

13.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.

13.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work

13.3 CONTRACTOR agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.

13.4 CONTRACTOR shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of his work.

13.5 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever; but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy.

13.6 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Palm Beach County.

13.7 An extension of time to complete the Work shall be determined by the Owner provided that the CONTRACTOR provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.

13.8 In the event the request for extension is not made in writing within that twenty (20) day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.

13.9 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.

13.10 This "no damage for delay" clause, also set forth in Article 9 of the Contract Agreement, will encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.

13.11 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

13.12 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

13.13 The CONTRACTOR recognizes and specifically acknowledges the terms and the "no damage for delay" clause upon execution of this Contract.

ARTICLE 14 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

14.1. CONTRACTOR warrants and guarantees to the CRA that all Work will be constructed in accordance with the Contract Documents and that all materials and equipment incorporated into any

Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the CRA. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 14. The guarantee shall remain in effect for one year from the date of final acceptance unless a longer period is specified. The CRA shall give notice of observed defects with reasonable promptness. Un-remedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

ACCESS TO WORK:

14.2. CRA and CRA's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

14.3. CONTRACTOR shall give CRA timely notice of readiness of the Work for all required inspections, tests or approvals.

14.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish CRA the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CRA'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

14.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CRA.

14.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CRA, it must, if requested by CRA, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CRA timely notice of CONTRACTOR'S intention to cover the same and CRA has not acted with reasonable promptness in response to such notice.

14.7. Neither observations by CRA nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

UNCOVERING WORK:

14.8. If any Work is covered contrary to the request of CRA, it must, if requested by CRA, be uncovered for CRA'S observation and replaced, at CONTRACTOR'S expense.

14.9. If CRA considers it necessary or advisable that covered Work be observed by CRA or inspected or tested by others, CONTRACTOR, at CRA'S request shall uncover, expose or otherwise make available for observation, inspection or testing as CRA may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation;

inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 12. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 12 and 13.

CRA MAY STOP THE WORK:

14.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the CRA may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the Work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

14.11. If required by CRA, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CRA, remove it from the site and replace it with nondefective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE YEAR CORRECTION PERIOD:

14.12. If within one year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to the CRA and in accordance with the CRA'S written instructions, either correct such defective Work, or, if it has been rejected by the CRA, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CRA may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

14.13. If instead of requiring correction or removal and replacement of defective Work, the CRA, prior to recommendation of final payment, prefers to accept it, the CRA may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CRA'S evaluation of and determination to accept such defective Work (such costs to be approved by CRA as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CRA shall be entitled to an appropriate decrease in the Contract Price to be determined by the CRA. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CRA.

CRA MAY CORRECT DEFECTIVE WORK:

14.14. If CONTRACTOR fails within thirty days (30) after written notice of CRA'S notice to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CRA in accordance with paragraph 14.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CRA may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CRA shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CRA may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CRA has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CRA, the CRA'S representative, agents and employees such access to the site as may be necessary to enable the CRA to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CRA, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CRA shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CRA may make a claim therefor as provided in Article 12. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CRA of the CRA'S rights and remedies hereunder.

ARTICLE 15 - PAYMENTS TO CONTRACTOR AND COMPLETION

15.1. The schedule of values established as provided in paragraph 3.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CRA. The schedule of values shall be presented with such detail, and supported with whatever information the CRA reasonably requests. The CONTRACTOR shall not imbalance its schedule of values or artificially inflate any element thereof. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENTS:

15.2 Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the CRA for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

The Application for Progress Payment shall identify, as a subtotal, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the Work, less a deductive adjustment for materials stored which have been installed which were not previously incorporated in the Work, but for which payment was allowed.

The Net Payment Due to the CONTRACTOR shall be the above- mentioned subtotal from which shall be deducted the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by the CONTRACTOR. Retainage shall be calculated based upon the above-mentioned subtotal.

The above calculation in tabular form is as follows:

Total Earnings to Date	$
Value of Materials Stored	$
Less Value of Materials Stored for which payment was allowed and which have been installed	($)
Sub Total	$
Less Retainage (based on sub total)	($)
Less total of all previous approved Applications for Progress Payment	($)
NET PAYMENT DUE:	$

The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Agreement or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than $5,000 and will become a permanent part of the Work and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CRA'S interest therein, all of which shall be satisfactory to the CRA. CONTRACTOR warrants and represents that, upon payment of the pay request submitted, title to all work included in such payment shall be vested in the CRA.

CONTRACTOR'S WARRANTY OF TITLE:

15.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CRA no later than the time of payment free and clear of Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

15.4. CRA will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CRA, or return the Application to CONTRACTOR indicating in writing CRA'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Twenty business days after receipt of the Application for Payment by the CRA with CRA'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 15.7) become due and when due will be paid by the CRA to CONTRACTOR.

15.5. CRA'S recommendation of any payment requested in the application for payment shall not prohibit the CRA from withholding payment or prohibit the CRA from paying additionally sums regarding other matters or issues between the parties. In addition, payment precludes contractor from requesting additional compensation for work for which it has been paid.

15.6. CRA'S recommendation of final payment will constitute a finding by the CRA that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 15.13 have been fulfilled.

15.7. CRA may refuse to recommend the whole or any part of any payment if, in CRA'S opinion, it would be incorrect to make such representations. The CRA may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CRA'S opinion to protect the CRA from loss, including but not limited to:

15.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

15.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

15.7.3. The CRA has been required to correct defective Work or complete Work in accordance with paragraph 14.14, or

15.7.4. CRA'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 16.2.1 through 16.2.9 inclusive.

15.7.5 For liquidated damages that have accrued against the CONTRACTOR;

15.7.6 For claims filed by Subcontractors, suppliers or other third parties;

15.7.7 CONTRACTOR'S failure to carry out any of its obligations under the Contract Documents;

15.7.8 CONTRACTOR'S failure to make proper payments to Subcontractors or other third parties;

15.7.9 Damage to the CRA or another CONTRACTOR;

15.7.10 Punch list items unremedied;

15.7.11 Failure to comply with any and all insurance requirements;

15.7.12 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion date.

The CRA may refuse to make payment of the full amount because claims have been made against the CRA on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CRA to credit against the amount recommended, but the CRA must give CONTRACTOR written notice stating the reasons for such action.

SUBSTANTIAL COMPLETION:

15.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CRA in writing that the Work is substantially complete and request that the CRA prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CRA and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the CRA does not consider the Work substantially complete, the CRA shall notify the CONTRACTOR in writing giving the reasons therefor. If the CRA considers the Work to be substantially complete, the CRA will prepare and execute and record the Certificate of Substantial Completion signed by the CRA and CONTRACTOR, which shall fix the Date of Substantial Completion.

Before requesting an inspection for certification of Substantial Completion, the Contractor must have completed the following:

15.8.1 Landscaping must be installed and the grass must have grown to such an extent to be useable.

15.8.2 In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

15.8.3 Advise CRA of pending insurance changeover requirements.

15.8.4 Prepare specific warranties, workmanship bonds, maintenance agreements, final certifications and all required closeout submittals.

15.8.5 Obtain and submit releases enabling the CRA unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

15.8.6 Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys and similar final record information.

15.8.7 Make final changeover of permanent locks and transmit master and grand master keys to the CRA.

15.8.8 Advise the CRA'S personnel of pending changeover in security provisions.

15.8.9 Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.

15.8.10 Complete final cleanup requirements, including touch-up painting.

15.8.11 Touch-up and otherwise repair and restore marred exposed finishes.

PUNCHLIST ITEMS:

15.9.1 The CRA shall develop a "punch list" within 30 days of the CONTRACTOR reaching substantial completion. The "punch list" shall cover the entire project. Upon completion of the "punch list" items the CONTRACTOR may submit a request for all retainage held by the CRA. If there is a dispute as to the completion of a "punch list" item the CRA shall be allowed to retain 150% of the cost for the item until such dispute is resolved.

15.9.2 The CRA shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CRA shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list". All items of work must be installed and completed per the contract documents.

PARTIAL UTILIZATION:

15.10. Use by the CRA of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CRA and CONTRACTOR agree constitutes a separately functioning

and useable part of the Work that can be used by the CRA without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

15.10.1. The CRA at any time may request CONTRACTOR in writing to permit the CRA to use any such part of the Work which the CRA believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CRA that said part of the Work is substantially complete and request CRA to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CRA in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CRA to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CRA, and CONTRACTOR shall make an inspection of that part of Work to determine its status of completion. If CRA does not consider that part of the Work to be substantially complete, CRA will notify the CONTRACTOR in writing giving the reasons therefor. If CRA considers that part of the Work to be substantially complete, the provisions of paragraphs 15.8 and 15.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

15.10.2 The CRA may at any time request CONTRACTOR in writing to permit the CRA to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to CONTRACTOR and CRA shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CRA that such part of the Work is not ready for separate operation by the CRA, and CRA will finalize the list of items to be completed or corrected and will deliver such list to the CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CRA and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CRA and CONTRACTOR at the time when the CRA takes over such operation. During such operation and prior to Substantial Completion of such part of the Work, the CRA shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

15.10.3 If the CRA'S inspection discloses any item, whether or not included on the CONTRACTOR'S list, which is not in accordance with the Contract Documents and which would preclude beneficial occupancy and would render the Work not Substantially Complete, the CONTRACTOR shall immediately correct such item at no additional cost to the CRA.

15.10.4 If the CRA, upon inspection, determines that the Work, or a portion thereof, may be substantially complete, and all project closeout submittals pertaining to the Work have been approved and forwarded to the CRA, will direct the CONTRACTOR to schedule and coordinate the CRA'S Substantial Completion inspection. If the CRA finds that the work is substantially complete, it shall issue the CONTRACTOR a Certificate of Substantial Completion. Should the CRA deny substantial completion, CONTRACTOR shall promptly correct all deficiencies noted which caused the denial of substantial completion. Upon the correction of such deficiencies, the CONTRACTOR shall notify the CRA that such deficiencies are ready for reinspection at which time the CRA shall re-conduct a substantial completion inspection.

FINAL INSPECTION:

15.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CRA will make a final inspection with the CONTRACTOR, and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies at no additional cost to the CRA.

FINAL APPLICATION FOR PAYMENT:

15.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of the CRA, and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 7.18) and other documents--all as required by the Contract Documents, and after CRA has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

FINAL PAYMENT AND ACCEPTANCE:

15.13. Upon receipt of written notice from the Contractor that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the CRA shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional Contractor, shall satisfy itself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. The CRA shall then advise the CONTRACTOR in writing that it has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CRA and the CONTRACTOR that such statement by the CRA does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CRA liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR. In addition, payment to the CONTRACTOR by the CRA does not constitute acceptance of the CONTRACTOR'S defective Work or release the CONTRACTOR from its obligation to repair or replace all defective and deficient work.

The CRA will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The CRA will report such estimate to the CONTRACTOR together with his recommendation as to the acceptance of the Work or its findings as to any deficiencies therein. After receipt and acceptance by the CRA of the properly executed Final Warranty of Title and after approval of the CRA'S estimate and recommendation to the CONTRACTOR, the CRA will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CRA of the application for final payment, the amount recommended by the CRA shall become due and will be paid to CONTRACTOR.

CONTRACTOR'S CONTINUING OBLIGATION:

15.14. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CRA, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CRA to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CRA, nor any act of acceptance by the CRA nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by CRA pursuant to paragraph 15.13, nor any correction of defective Work by the CRA will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

CRA MAY SUSPEND WORK:

16.1. The CRA may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. In the event of a suspension of the Work, CONTRACTOR is expressly limited to seeking an extension of time in accordance with Article 13 of the Contract General Conditions and is expressly precluded from seeking any additional compensation in such circumstance.

CRA MAY TERMINATE

16.2. Upon the occurrence of any one or more of the following events:

16.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

16.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

16.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

16.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

16.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

16.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as revised from time to time);

16.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

16.2.8. If CONTRACTOR disregards the authority of the CRA's; or

16.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents; the CRA may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CRA has paid CONTRACTOR but which

are stored elsewhere, and finish the Work as the CRA may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CRA'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CRA'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CRA promptly on demand. Such costs incurred by the CRA will be approved as to reasonableness by the CRA, and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CRA shall not be required to obtain the lowest price for the work performed. In addition, failure of the CRA to comply with the seven days' notice provision to the surety does not render the termination improper, render the termination one for convenience or in any way release surety from liability under its performance bond.

16.3. Where CONTRACTOR'S services have been so terminated by the CRA, the termination will not affect any rights or remedies of the CRA against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CRA will not release CONTRACTOR from liability.

16.4. The CRA may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CRA will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CRA also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CRA will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CRA shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CRA, the CRA may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CRA, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CRA written assignments of the same.

CONTRACTOR MAY STOP WORK OR TERMINATE:

16.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CRA or under an order of court or other public authority, or CRA fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CRA fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CRA, terminate the Agreement and the CRA will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CRA will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CRA may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CRA, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CRA written assignments of the same. In addition and in lieu of terminating the Agreement, CRA has failed to act on an Application for Payment or the CRA has failed to make any payment as aforesaid, CONTRACTOR may upon seven days written notice to the CRA stop the Work until payment of all amounts then due. The provisions of

this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 7.27 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CRA.

ARTICLE 17 - MISCELLANEOUS

GIVING NOTICE:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

NO LIMITATION OF RIGHTS AND REMEDIES:

17.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 7.28, 14.1, 14.12, 14.14, 15.3 and 16.2 and all of the rights and remedies available to the CRA thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

ACCIDENT AND PREVENTION:

17.4. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

17.5. In the event the CRA is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, or County regulations, orders, restrictions, or due to circumstances beyond the CRA'S control, then the CRA herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the CRA herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

FLORIDA PRODUCTS AND LABOR:

17.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

EMPLOYEES:

17.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CRA to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CRA, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CRA or its representatives, employees, or agents, by the CONTRACTOR or his employees or agents, shall be authority for the CRA to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

NON-DISCRIMINATION:

17.9 The CONTRACTOR shall not discriminate against employees or applicants for employment, because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor compliance.

DRUG-FREE WORKPLACE:

17.10. The CONTRACTOR shall comply with Florida Statutes Section 287.087 which gives preference to businesses with drug-free workplace programs.

ASSIGNMENT:

17.11. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CRA be liable to any assignee or transferee, without the written consent of the CRA, to the assignment, or transfer. The CRA shall not release or discharge CONTRACTOR from any obligation hereunder. The CRA shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CRA in writing that it consents to the assignment or transfer.

VENUE:

17.12. This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is fixed in Palm Beach County, Florida.

ASBESTOS:

17.13. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CRA. The CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CRA.

RIGHT TO AUDIT:

17.14. If the CONTRACTOR submits a claim to the CRA for additional compensation, the CRA shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CRA deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CRA.

Stuart and Shelby Development, Inc. Budget

PROJECT: Lake Worth Recreation Building Renovation (Art Annex)

DIV	CODE	ITEM DESCRIPTION	SUBCONTRACTOR	Start Budget		
				Total	P & O	Total
1		GENERAL CONDITIONS	SUB			
	01450	Bond	none		0.00	0.00
	01470	Permit Fees		1,545.00	309.00	1,854.00
	01480	Prints and Plans		100.00	20.00	120.00
	01500	Architectural Design Fees	SRI Consultants	8,800.00	1,760.00	10,560.00
	01510	Site Fencing			0.00	0.00
	01520	Construction Cleaning		2,690.00	538.00	3,228.00
	01800	General Labor			0.00	0.00
2		SITEWORK				
	02100	Trash Hauling	Lake Worth	1,500.00	300.00	1,800.00
	02150	Site Tollets			0.00	0.00
	02200	Testing/Inspections	lead paint (just in case)	500.00	100.00	600.00
	02400	Surveying			0.00	0.00
	02450	Grading			0.00	0.00
	02500	Paving and Earthwork			0.00	0.00
	02600	Flatwork			0.00	0.00
	02700	Irrigation			0.00	0.00
	02900	Landscaping			0.00	0.00
3		CONCRETE WORK				
	03200	Concrete Shell			0.00	0.00
	03500	Demolition	By Fire Dept.	0.00	0.00	0.00
4		MASONRY				
	04100	CMU Supply and Place				
	04200	Architectural Precast				
5		METALS				
	05300	Gutters and Downspouts			0.00	0.00
	05500	Misc. Metals				
6		CARPENTRY				
	06100	Rough Carpentry				
	06200	Roof Trusses - Mat.			0.00	0.00
	06400	Interior Millwork and Trim	Coastal Supply (barn door only	600.00	120.00	720.00
	06500	Cabinets			0.00	0.00
	06600	Wood Fence				
7		THERMAL/MOIST PROTECT				
	07300	Building Insulation	by S&S		0.00	0.00
	07400	Roofing			0.00	0.00
8		DOORS & WINDOWS				
	08100	Alum Window			0.00	0.00
9		FINISHES				
	09100	Stucco			0.00	0.00
	09200	Drywall	Drywall Experts	10,250.00	2,650.00	15,900.00
	09200	Drywall	repairs (plumbing)	500.00	100.00	600.00
	09300	Ceilings		1,500.00	300.00	1,800.00
	09500	VCT	flooring repairs	500.00	100.00	600.00
	09600	Painting	by others	0.00	0.00	0.00
10		SPECIALTIES				
	10100	Building Signage			0.00	0.00
	10300	Mailbox			0.00	0.00
	10800	Bath Accessories				
11		EQUIPMENT				
	11000	Appliance Package			0.00	0.00
12		FURNISHINGS				
	12100	Window Treatments				
15		MECHANICAL				
	15200	Plumbing Systems	VP Fox Plumbing	2,000.00	400.00	2,400.00
	15200	Plumbing Systems	fixtures (poly two bowl)	280.00	56.00	336.00
	15350	Gas Services	n/a		0.00	0.00
	15400	HVAC	Preferred A/C	15,268.00	3,053.60	18,321.60
	15400	HVAC	balance system allowance	1,200.00	240.00	1,440.00
16		ELECTRICAL				
	16100	Electrical	Double D Electric	10,591.00	2,118.20	12,709.20
	16300	Light Fixtures & Ceiling Fans	allowance	20,000.00	4,000.00	24,000.00
17		CONTINGENCY				
	17000	Contingency		0.00	0.00	0.00
		TOTAL		80,924.00	16,164.80	97,102.80

Submitted By:

Stuart & Shelby Development, Inc.

Approved By:

Lake Worth CRA

Exhibit B- Stuart & Shelby Contract- Cost for Renovations will be emailed to the CRA Board on Monday, June 8th. If you would like a hard copy for the Board Meeting on Tuesday evening please contact the CRA office at 561.493.2550.

LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Joan Oliva, Executive Director

DATE: June 9, 2015

SUBJECT: Contract Amendment for Stuart and Shelby

EXPLANATION

CRA Board Members – Action Item C (VII, C) will be ready for review on Monday, June 8, 2015. I apologize that the Exhibit for this item is not ready; however, a final determination of improvements were not discussed until Friday afternoon. The contractor has to re-adjust the budget to reflect the changes we discussed with CRA and City Staff today. Thank you for your consideration.

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
FINAL BUDGET FY 2015/2016

REVENUES	APPROVED FY 2014/2015	FINAL FY 2014/2015	FINAL FY 2015/2016
AD VALOREM TAXES	641,770	641,770	790,353
INTEREST EARNINGS-MISC	3,500	3,500	3,500
MISCELLANEOUS - DONATIONS	10,000	10,000	5,000
CITY TIF SHARE (TRANSFER FROM CITY)	743,192	743,192	914,883
GRANT - FACILITIES	150,000	150,000	-
GRANT-NEIGHBORWORKS		185,000	75,000
GRANT REVENUE		10,000	-
FUND BALANCE	130,437	280,437	1,165,392
TOTAL REVENUES	1,678,899	2,023,899	2,954,128
EXPENSES			
ADMINISTRATION			
REGULAR SALARY/WAGES	185,003	185,003	226,941
FICA	14,153	14,153	17,361
DEFERRED COMPENSATION	9,250	9,250	11,347
LIFE & HEALTH INS	13,738	13,738	13,862
UNEMPLOYMENT COMP	3,000	3,000	4,000
SUBTOTAL PERSONNEL	225,144	225,144	273,511
PROFESSIONAL SERVICES - LEGAL	30,000	30,000	30,000
CITY ADMIN CHARGES	20,000	20,000	20,000
TRAVEL & TRAINING	4,000	4,000	4,000
TELEPHONE	2,500	2,500	2,500
UTILITY SERVICE-ELECTRIC	5,000	5,000	5,000
POSTAGE & FREIGHT	500	500	500
RENTS & LEASES	54,300	54,300	54,300
PROMOTIONAL ACTIVITY	12,000	12,000	12,000
INSURANCE-PROPERTY/LIABILITY	7,000	7,000	9,000
PRINTING & BINDING	5,000	5,000	5,000
OFFICE SUPPLIES	3,000	3,000	3,000
IT/ MEDIA	5,000	5,000	14,000
COMPUTER SOFTWARE	1,000	1,000	1,000
SMALL TOOLS & OTHERS	1,000	1,000	1,000
BOOKS-MEMBERSHIP-DUES	2,500	2,500	2,405
OPERATING SUPPLIES	6,500	6,500	6,500
MISC EXPENSES	1,500	1,500	1,500
MACHINERY & EQUIPMENT	1,000	1,000	2,000
SUBTOTAL OPERATING	161,800	161,800	173,705
SUBTOTAL ADMINISTRATION	386,944	386,944	447,216
PROGRAMS			
PROFESSIONAL SERVICES	7,500	7,500	10,000
WAY_FINDING/ SIGNAGE	32,000	32,000	50,000
ECONOMIC DEVELOPMENT / BUSINESS RECRUITMENT	20,000	170,000	55,000
LOAN/ TECHNICAL ASSISTANCE PROGRAMS			287,500
PROPERTY MANAGEMENT	1,000	1,000	15,000
COMMERCIAL/RETAIL ATTRACTION PROGRAM	10,000	10,000	100,000
TAX INCREMENT REBATE	100,000	100,000	100,000
BEAUTIFICATION - BANNERS AND DECORATIONS	17,500	17,500	17,000
SUBTOTAL PROGRAM-OPERATING	188,000	338,000	634,500
PROJECTS / GRANTS			
CULTURAL FACILITIES GRANT	150,000	150,000	-
NEIGHBORHOOD INFRASTRUCTURE/ NW GRANT		185,000	-
NEIGHBORHOOD ENHANCEMENT	1,500	1,500	1,500
PARKS/GREENSPACE - 5th AVE. SOUTH	120,000	130,000	50,000
SUBTOTAL PROGRAM-GRANTS	271,500	466,500	51,500
BUILDINGS/ 1000 LAKE AVE			
INSURANCE	15,000	15,000	15,000
MAINTENANCE/MARKETING	35,000	35,000	25,000
UTILITIES	25,000	25,000	15,000
SUBTOTAL-BUILDING	75,000	75,000	55,000
SUBTOTAL PROJECTS / PROGRAMS	534,500	879,500	741,000
LULA - PROGRAM			
PROFESSIONAL DEVELOPMENT	3,450	3,450	3,000
PROJECTS	8,000	8,000	9,000
PROGRAMS	8,000	8,000	7,700
MARKETING	5,600	5,600	5,500
SUBTOTAL LULA PROGRAM	25,050	25,050	25,200
DEBT SERVICE			
AMORTIZATION OF BOND FUNDS/ BANK FEES	6,000	6,000	6,000
INT-CRA LOAN	80,498	80,498	58,111
PRINCIPAL-CRA LOAN	645,907	645,907	1,676,601
SUBTOTAL DEBT SERVICE	732,405	732,405	1,740,712
TOTAL EXPENSES	1,678,899	2,023,899	2,954,128
EXCESS OF REVENUE OVER EXPENSES	-	-	-

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
AMENDED BUDGET FY 2015/2016

Exhibit "C"

REVENUES	APPROVED FY 2014/2015	FINAL FY 2014/2015	AMENDED FY 2015/2016
AD VALOREM TAXES	641,770	641,770	790,353
INTEREST EARNINGS-MISC	3,500	3,500	3,500
MISCELLANEOUS - DONATIONS	10,000	10,000	5,000
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EXCESS OF REVENUE OVER EXPENSES	-	-	-