

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

**CONSTRUCTION MANAGEMENT AGREEMENT
CONSTRUCTION MANAGEMENT (CM) AT RISK FOR THE SPORTS AUTHORITY STORE
CONVERSION PROJECT**

Exhibit A

Truth-In-Negotiation Certificate

The wage rates and other factual unit costs supporting the compensation under the Agreement between the School Board of Osceola County, Florida and _____ dated _____ are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this ____ day of _____ 2007.

By:

STATE OF FLORIDA
COUNTY OF

BEFORE ME, the undersigned authority, personally appeared _____ as its _____, who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/ her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me this ____ day of _____,
2007, by _____ (type/print name of affiant).

Notary Public (printed name)

Personally known to me _____; or has produced identification

Type of identification produced:

The School District of Osceola County, Florida
Exhibit B
Youth Apprenticeship Vertical Construction Program

Not Applicable

The School District of Osceola County, Florida
Exhibit C
GMP Amendment No. 1 (Full GMP Amendment)

Pursuant to Paragraph 3.6 of the Agreement between The School District of Osceola County, FL and **TBD** for the Project known as **TBD**, the Owner and Construction Manager establish the Guaranteed Maximum Price and Contract Time for the Work as set forth herein below.

I. Guaranteed Maximum Price (GMP)

The Construction Manager's Guaranteed Maximum Price for the Work, including the Cost of the Work and the Construction Manager's Fee is **TBD**.

The Above GMP is for the **FULL AND FINAL GUARANTEED MAXIMUM PRICE FOR THE WORK**.

II. Contract Time – The date of Substantial Completion for the Work established by this Amendment No. 1 shall be on or before **TBD**. Accordingly, the contract period for the Work is established as 365 calendar days from the Notice to Proceed document.

III. Performance Incentives

The Owner and Construction Manager have mutually agreed to certain project objectives, the conditions of which if realized, provide mutual benefit to the Owner and the Project. These objectives are enumerated and included as a part of the Exhibit 18 to this GMP Amendment.

IV. Contract Supplemental General Conditions of the Contract

The GMP amount is inclusive of certain mutual covenants and considerations that were agreed to as a part of the FULL and FINAL GMP amount. The aforementioned covenants and considerations have been itemized as Contract Supplemental General Conditions and placed in this Amendment No. 1 document as Exhibit E. These agreed-to Contract Supplemental General Conditions shall be construed as a part of the executed contract agreement between the Owner and the Construction Manager.

V. Enumeration of GMP Amendment Exhibits/Attachments

Work shall be in conformance with the Contract Documents and the Contract. Exhibits to this Amendment No. 1 including the following attachments, which further delineate and itemize pertinent elements of the GMP and the associated project Scope of Work. Said Exhibits are as follows;

- Exhibit 1 Final GMP Summary of Cost by Division/Trade Package
- Exhibit 2 GMP General Condition Cost Itemization
- Exhibit 3 GMP Cost of Work Exclusions, OH staff and related CM cost
- Exhibit 4 GMP CM List of on site staff charged to cost of Work
- Exhibit 5 CM List of Sub-contractors and suppliers with License Nos., dated
- Exhibit 6 CM Affidavit, Attesting to Subcontractor/Vendor Licensure Verification, as dated
- Exhibit 7 GMP Assumptions and Clarifications
- Exhibit 8 GMP Allowances, including unit prices and quantity amounts
- Exhibit 9 GMP Accepted Cost Savings
- Exhibit 10 Schedule of List of Drawings, as Signed/Dated by A/E of Record and CM
- Exhibit 11 Schedule/List of RFI/ASI's asked and answered during Bid Portion of the Work that are included in the Cost of the Work
- Exhibit 12 Project Master Delivery Schedule, w/ summary milestone delivery items
- Exhibit 13 Project Schedule, CPM Delivery schedule with itemized breakdown of Work scope by Building
- Exhibit 14 Master Schedule, Project Submittals with submittal due dates/ responsible Party
- Exhibit 15 Supplemental General Conditions of the Contract
- Exhibit 16 CM Insurance Provided Affidavit, Bond & Insurance Rate and Cost
- Exhibit 17 CM Surety Form of Bond, indicating all language of Bond document
- Exhibit 18 Project Incentives

VI. Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER:

**SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA**

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Blaine A. Muse, Superintendent

CONSTRUCTION MANAGER:

TBD

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Name/Title: _____

The School District of Osceola County, Florida
Exhibit D
Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Construction Manager a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

4. Upon request from Construction Manager, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

- A. The name, address, telephone number and contact person for the material supplier.
- B. Manufacturer or brand, model or specification number of the item.
- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.
Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Construction Manager's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase

Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.

6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Construction Manager.
7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's

incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Construction Manager, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Construction Manager shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Construction Manager. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.
16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.

19. Salvage materials shall be the property of the Owner and stored or removed from the site by the Subcontractor at the Owner's direction.
20. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Construction Manager or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

The School District of Osceola County, Florida
Exhibit E
Supplemental Conditions of the Contract

The following supplements: modify, change, delete from or add to, the general conditions of the Agreement. Where any Article, Paragraph, Subparagraph or Clause of the general conditions of the Agreement is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect. The Agreement has been modified to include the following modifications, additions, and clarifications, as enumerated herein below:

1. Add Clause to Article 3, Section B, Paragraph 3.4.2 as follows:
 - (d) Issuance of required permits

The School District of Osceola County, Florida
Exhibit F
Other Pre-Construction Services

Construction Manager shall provide Owner with pre-construction services and their associated deliverables as enumerated below with associated attachments.

1. Pre-Construction Services Proposal for SDOC **TBD**. Letter from **TBD**, dated **TBD** (Attachment 1).