

First Amendment To
“AIA® Document A133™ - 2009 Standard Form of Agreement between Owner and
Construction Manager as Constructor” which incorporates “AIA® Document
A201™ - 2007 General Conditions of the Contract for Construction”

between
THE CITY OF SUNRISE
and
STILES CORPORATION

This First Amendment (“First Amendment”) to the “AIA® Document A133™ - 2009 Standard Form of Agreement between Owner and Construction Manager as Constructor” which incorporates “AIA® Document A201™ - 2007 General Conditions of the Contract for Construction” between the City of Sunrise and Stiles Corporation for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “Owner”) and Stiles Corporation (hereinafter referred to as “Construction Manager”).

WHEREAS, an “AIA® document A133™ - 2009 Standard Form of Agreement between Owner and Construction Manager as Constructor” which incorporates “AIA® Document A201™ - 2007 General Conditions of the Contract for Construction” (“Agreement”) for Construction Management Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Stiles Corporation on March 28, 2017; and

WHEREAS, the parties wish to amend the Agreement to revise the Scope of Services set forth on Exhibit A-1.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.

2. AIA® document A133™ - 2009 Section 2.2.10 of the Agreement is hereby amended as follows:

§ 2.2.10 Guaranteed Maximum Price (GMP). The GMP will consist of the following items and shall be attached to this Agreement as Exhibit A-1.

A	Construction Manager’s Pre-Construction Services		
	Lump-Sum Pre-Construction Services (Exhibit 1)	\$	295,380
	Reimbursable Pre-Construction Costs (Exhibit 1)	\$	23,902
B	Construction Manager’s Estimated Direct Construction Cost (Exhibit 2)	\$	TBD
C	Construction Manager’s General Conditions (Exhibit 3)	\$	TBD

D	Construction Manager's Management Services (Exhibit 4)	\$	TBD
E	Owner's Early Construction Allowance (Exhibit 5)	\$	TBD 3,452,275
F	Allowances included in GMP by the Construction Manager	\$	TBD
G	Owner's Allowance Account	\$	TBD
H	Construction Manager's Fixed Fee (in accordance with Section 5.1.1 and 5.1.2 of this A133) at the respective percentages of B+C+D+E+F+G	\$	TBD
I	Construction Manager's Contingency	\$	TBD
J	Guaranteed Maximum Price (Total of Items A through I)	\$	TBD

3. AIA® document A133™ - 2009 Section 6.6.1 of the Agreement is hereby amended as follows:

§ 6.6.1 If not placed by the City Owner outside the GMP, premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Insurance and Bond amounts (including Construction Manager's Commercial General Liability; Completed Operations and Property Damages, and other insurance coverages carried by Construction Manager) at the following approved and allowed Lump Sum rates: Construction Manager's Insurance \$10.80/\$1,000 (this Lump Sum rate does not include any costs of builder's risk, NFIP flood, applicable excess flood or applicable deductible buy-down insurance policies, insurance deductibles associated with such policies, or any costs associated with placing and maintaining such policies, including but not limited to inspection, surveys, elevation certificates, endorsements, extensions of coverage, increases in coverage, and renewal of coverage of the GMP; Construction Manager's public construction bond for 100% of the GMP, the Lump Sum rate of 0.995% of the GMP, which said rates shall not be subject to audit once the GMP has been established.

If not placed by the City Owner outside the GMP, any ~~additional expenses for costs associated with property insurance such as but not limited to builder's risk, NFIP flood, excess flood, deductible buy-down insurance policies, insurance deductibles associated with such policies, any costs associated with placing and maintaining such policies, including but not limited to~~ inspections, surveys, and elevation certificates ~~or any premiums for builder's risk insurance, NFIP flood excess flood, applicable deductible buy-down insurance, including subsequent increases in premium due to, but not limited to the result of executed Change Orders, policy renewals, extensions of coverage, endorsements, and increase in coverage amounts,~~ in accordance with A201 Section 11.2, shall be included in the GMP as a reimbursable allowance. In accordance with A201 3.8.2.3, any uncovered costs, fees, or expenses as a result of a claim for a loss being subject (but not limited) to a coverage deductible, self-insured retention, coverage exclusion, exhaustion of limits or sub-limits, settlement valuation clause, coverage limitation, coverage restriction, coverage conditions, or coinsurance clause penalty, in accordance with A201, Section 11.4.32, shall be included in the GMP as a an increase to the reimbursable allowance in accordance with A201 3.8.2.3.

In the event any portion of Section 6.6.1 conflicts with any other section in this Contract, or any section in AIA Document A201, this Section 6.6.1 shall govern as respects to an

insurance related reimbursable allowance in the GMP in accordance with this Section 6.6.1 and in accordance with A201 3.8.2.3.

4. AIA® document A133™ - 2009 Section 7.1.7.9 of the Agreement is hereby amended as follows:

§ 7.1.7.9 No retainage shall be withheld on any materials directly purchased by the Construction Manager or items directly rented by the Construction Manager, or on amounts incurred by Construction Manager for any Insurance or Bonds.

5. AIA® document A133™ - 2009 Exhibit 5 – Owner's Early Construction Allowance of the Agreement is hereby deleted and replaced with Exhibit "A-1" "SITE ENABLING PACKAGE ESTIMATE" which is attached hereto and incorporated in this First Amendment.

6. AIA® Document A201™ - 2007 Section 9.9.1 of the Agreement is hereby amended as follows:

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by mutual consent with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.2.3 and not otherwise prohibited by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

7. AIA® Document A201™ - 2007 Section 9.9.1 of the Agreement is hereby amended as follows:

§ 10.2.5 The Contractor shall promptly remedy damage and loss (to be other than damage or loss insured under property insurance, builders' risk insurance or flood insurance, required by the Contract Documents or any other insurances maintained by the Owner) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to sole acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of

them may be liable, and not attributable to the fault or negligence of the Contractor. To the extent permitted by law, the foregoing obligations of the Contractor are separate from and are not to be construed as being included in the Contractor's obligations under Section 3.18.

8. AIA® Document A201™ - 2007 Section 11.1 of the Agreement is hereby amended as follows:

§ 11.1 CONTRACTOR'S INSURANCE

Contractor agrees, to maintain on a primary, non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements unless otherwise noted herein. Contractor agrees to provide evidence of commercial general liability, contractor's professional liability and commercial umbrella/excess liability coverages at execution of the Contract. The other coverages required herein for business auto liability, contractor's pollution liability, property insurance, builder's risk insurance, flood, excess flood, deductible buy-down insurance, and worker's compensation may be evidenced at time of amending this Contract with an addendum awarding of the Guaranteed Maximum Price terms and conditions. In the event the contractor performs any site work, then all the insurance required herein (except for property/builder's risk insurance, flood and excess flood) will need to be evidenced prior to commencement of said site work. Evidence of flood/excess flood insurance shall be additionally required once the bottom floor of each building is poured and finished, elevation certificates are available, and coverage is applied for during the Work. Any coverage or self-insurance maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

9. AIA® Document A201™ - 2007 Section 11.1.3 of the Agreement is hereby amended as follows:

~~§ 11.1.3 Contractor agrees to be responsible for any uncovered costs or expenses as a result of a claim for a loss being subject to a coverage deductible, self-insured retention, coverage exclusion, exhaustion of sub-limits, settlement valuation clause, or coverage limitation.; but only to the extent a claim for a loss is caused from or contributed by the negligence of the Contractor, Contractor's sub-consultant(s), or anyone for whose negligence acts the Contractor may be liable. To the extent the claim for a loss is not caused from or contributed by the negligence of the Contractor, Contractor's sub-consultant(s), or anyone for whose negligence acts the Contractor may be liable, then the Owner agrees to be responsible for any uncovered costs or expenses as stated above due to various insurance provisions. The Contractor and the Owner agree to jointly and equally responsible for any uncovered claims for losses subject to a coinsurance clause penalty regardless of any party's negligence. Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on the insurance policies Contractor is required to maintain per Section 11.1.~~

10. AIA® Document A201™ - 2007 Section 11.1.6 of the Agreement is hereby amended as follows:

§ 11.1.6 ADDITIONAL INSURED ENDORSEMENTS

Contractor agrees to endorse Owner as an additional insured on the commercial general liability with the CG 20 10 04 07 or GC 20 10 14 13 Additional Insured - Owners, Lessees, or Contractors endorsement, or a similar endorsement providing equal or broader additional insured coverage, in addition to endorsing the Owner as an additional insured with the CG 20 37 14 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, or a similar endorsement providing equal or broader additional insured coverage ~~(Attach actual copies of the endorsement(s)...contact your insurance agent).~~

11. AIA® Document A201™ - 2007 Section 11.2 of the Agreement is hereby amended as follows:

§ 11.2 BUILDER'S RISK INSURANCE

The Contractor, prior to notice to proceed or commencement of the Work, whichever occurs first agrees to maintain builder's risk insurance with a policy period not less than the Contract Time, plus three (3) additional months affording coverage to protect the interests of the Owner, Contractor, and Contractor's sub-contractors at every tier, architects, or engineers, including sub-limits for i) debris removal of damaged covered property, ii) any property acquired under a sales tax incentive program iii) property in transit, iv) property stored off-site and v) boiler and machinery (machinery), which may become part of the Work. Such insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who have an insurable interest in such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is ~~later~~ earlier.

12. AIA® Document A201™ - 2007 Section 11.2.3 of the Agreement is hereby amended as follows:

§ 11.2.3 Contractor agrees to endorse the builder's risk insurance with a ~~manuscript~~ standard permission to occupy endorsement for a period of at least one hundred twenty (120) days after the building is occupied in whole or in part, or put to its intended use, or partially accepted by the Owner. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Owner's interest in the building ceases, or the building is accepted or insured by the Owner, or after 120 days of occupancy by Owner, or after 120 days of occupancy by Owner. The Contractor agrees this ~~manuscript~~ endorsement must be stated on the certificate of insurance provided to the Owner.

13. AIA® Document A201™ - 2007 Section 11.2.5 of the Agreement is hereby amended as follows:

§ 11.2.5 BUILDER'S RISK FLOOD INSURANCE

If available under the builder's risk insurance coverage form, the Contractor may include flood insurance coverage in the builder's risk insurance policy. The Contractor agrees the flood sublimit shall not be less than twenty-five percent (25%) of the one-hundred percent (100%) projected completed value of the Work with a percentage deductible, if applicable, not greater than five percent (5%) of the hard costs amount stated in the builder's risk insurance policy, unless disclosed on the certificate of insurance to Owner. This sublimit for flood insurance may be included in the one-hundred percent (100%) of the projected completed value of the Work stated in Section 11.2.1. In addition, the Contractor shall purchase a flood insurance policy for each building through the National Flood Insurance Program (NFIP) as defined in Section 11.2.9 below. If a sub-limit for flood insurance, as stated above, is included and continuously maintained in the builder's risk policy by the Contractor, then the excess flood insurance requirement in Section 11.2.407 below is waived and not required by the Owner.

14. AIA® Document A201™ - 2007 Section 11.2.6 of the Agreement is hereby amended as follows:

§ 11.2.6 NFIP FLOOD INSURANCE

15. AIA® Document A201™ - 2007 Section 11.2.7 of the Agreement is hereby amended as follows:

§ 11.2.7 EXCESS FLOOD INSURANCE

16. AIA® Document A201™ - 2007 Section 11.2.9 of the Agreement is hereby amended as follows:

§ 11.2.9 ~~For any building suffering flood damage as defined in the underlying NFIP flood policies, the Contractor agrees to pay for all flood losses as a result of the underlying NFIP policies terminating and not be maintained as terminating and not be maintained as an underlying primary insurance requirement to maintain a NFIP policy for the maximum amount available under either the builder's risk insurance and, if applicable, all excess flood insurance policies~~ If the Contractor fails to maintain flood insurance, and if applicable, excess flood insurance as required per the contract documents, and the Owner suffers an uninsured flood loss, then the Contractor shall bear the costs and expenses of such uninsured flood loss.

17. AIA® Document A201™ - 2007 Section 11.2.11 of the Agreement is hereby amended as follows:

§ 11.2.11 A loss insured under the builder's risk insurance, and if applicable, the NFIP flood or excess flood insurance, shall be adjusted by the insurance carrier on behalf of the Contractor and City Owner, who both agree to work collectively to produce the necessary proof of loss to satisfy applicable pre-loss and post-loss policy conditions for each insurance claim. Settlement checks shall be made payable in accordance with each

policy's settlement provisions. Any settlement proceeds from a claim shall be restrictively endorsed by all parties named on the check to be deposited in the Owner's general construction fund for construction under the municipal campus account. All settlement proceeds shall be used to replace the damage itemized in the statement of loss accepted by each insurance company. The Owner may make the necessary financial journal entries (including change order to the purchase order) in the municipal campus account in a fiduciary capacity for the Contractor, and all other parties with an insurable interest, to preserve and maintain the amount of budgeted funds allocated to this Work just prior to any loss. Under no circumstances, may either party be unjustly enriched from any insurance settlement proceeds from claims filed under the builder's risk insurance, and if applicable, the NFIP flood or excess flood insurance. ~~In the event any portion of Section 11.2.11 conflicts with any other section in this Contract, or any section in AIA Document A133-2009, this Section 11.2.11 shall govern unless mutually agreed upon otherwise by Contractor and Owner.~~

18. AIA® Document A201™ - 2007 Section 11.2.12 shall be added to the Agreement and read as follows:

§ 11.2.12 *The Contractor agrees to be responsible for any uncovered costs or expenses (though only and expressly to the extent indicated in Section 6.6.1 of the A133) as a result of a claim for a loss being subject but not limited to a coverage deductible, self-insured retention, coverage exclusion, exhaustion of limits or sub-limits, settlement valuation clause or coverage limitation, coverage restriction, coverage conditions, or coinsurance clause penalty, but only to the extent a claim for a loss is caused from or contributed by the negligence of the Contractor, Contractor's subcontractor(s), or anyone for whose negligence acts the Contractor may be liable. To the extent the claim for a loss is not caused from or contributed by the negligence of the Contractor, Contractor's subcontractor(s), or anyone for whose negligence acts the Contractor may be liable, the Owner agrees to be responsible for any uncovered costs or expenses as a result of a claim for a loss being subject but not limited to the insurance provisions stated above herein this Article 11.2.12.*

19. AIA® Document A201™ - 2007 Section 11.2.13 shall be added to the Agreement and read as follows:

§ 11.2.13 WAIVERS OF SUBROGATION:

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builders' risk, and if applicable flood and excess flood insurance obtained pursuant to Section 11.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as outlined in Section 11.2.11. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors,

agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

20. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Agreement, the terms of this First Amendment shall govern.

21. All other terms of the Agreement shall remain and continue in full force and effect.

22. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

23. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SUNRISE AND
STILES CORPORATION

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: The Owner, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stiles Corporation by and through its Vice President duly authorized to execute same.

OWNER

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
_____ day of October, 2019.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form for the City:
Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, FL 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

CONSTRUCTION MANAGER

STILES CORPORATION

By: _____
Timothy O. Moore, Vice President

TITLE: President

____ day of _____, 2019.

AUTHENTICATE:

Signature

Print Name and Title

(CORPORATE SEAL)

WITNESSES:

EXHIBIT A-1



CITY OF SUNRISE CITY HALL COMPLEX

Sunrise, Florida

8/22/19



SITE ENABLING PACKAGE ESTIMATE

ITEM	AMOUNT
Surveying	\$ 7,500
Temporary Site Fencing	\$ 55,600
Site Labor/Misc. Machine Time	\$ 24,843
Flag Men/Police	\$ 25,800
Maintenance of Traffic (MOT)	\$ 50,000
Demolition/Asbestos Abatement	\$ 40,000
Disconnects	\$ 20,000
GPR	\$ 10,000
Underground Electrical Demolition	\$ 39,500
Sitework Package	
Erosion Control, Clearing, Site Demolition	\$ 145,654
Wash Down/Road Cleaning	\$ 29,000
Underground Storm, Water and Sewer Demolition	\$ 149,017
Earthwork/Lake Excavation	\$ 219,004
Storm Drainage	\$ 240,831
Water	\$ 161,488
Sewer	\$ 33,624
Paving	\$ 164,129
Curbing/Sidewalks	\$ 65,265
Striping/Signage	\$ 10,684
Landscaping and Irrigation Allowance	\$ 120,000
FPL - Install FPL Supplied Conduit/Ductbank	\$ 114,473
Tele/Data Co Conduits	\$ 170,473
Concrete Encasing Ductbanks	\$ 136,890
Temp Parking Lot	\$ 108,900
Misc. - Undefined	\$ 50,000
SUBTOTAL	\$ 2,192,676
General Conditions	\$ 352,937
Permit Fee Allowance	\$ 10,000
General Liability Insurance	\$ 37,285
Builder's Risk Insurance Allowance	\$ 200,000
Contractor's Contingency	\$ 55,858
Owner's Contingency	\$ 300,000
Design Development Contingency	\$ 142,438
Payment and Performance Bond	\$ 38,925
Construction Manager's Fee	\$ 122,156
TOTAL	\$ 3,452,275



City of Sunrise
New City Hall – Site Enabling Work
 Sunrise, Florida
 August 22, 2019



Scope of Work, Clarifications, Exclusions, Allowances, and Alternates
For Rough Order of Magnitude (ROM) Budget

The purpose of this document is to briefly further clarify the scope of work included associated with the above referenced project.

I. GENERAL:

A. PROJECT COMPONENTS:

1. The scope of work covered by the Site Enabling package includes capturing select areas of the site to perform the following. The attached sketch also will illustrate portions of the work to be performed as part of the Site Enabling package.
 - a. Utility cutting, capping and re-routing.
 - b. Demolishing all abandoned underground utilities and light poles.
 - c. Demolishing the existing Fire Station.
 - d. Clearing the captured areas of all paving, curbing, sidewalks and vegetation in preparation for commencing construction of the City hall.
 - e. Creating a temporary parking area; currently conceived in the north half of the future Great Lawn.
 - f. Reconfiguring the western ingress/egress road off of Oakland Park Blvd.

B. GENERAL ASSUMPTIONS:

1. General Liability Insurances are based upon Stiles Construction mutually agreed upon insurances/coverages.
2. Builder's Risk Insurance is included as an Allowance. The Builder's Risk premium must be calculated for the entire project. Consequently, the budget for the project hard costs has been utilized for this purpose. See Allowances Included in Site Enabling Budget. Builder's Risk Allowance is premised upon the following:
 - a. Contractor's deductible responsibility is limited to \$10,000 per occurrence, not including windstorm, flood and/or all other force majeure losses, if due to Contractor's, and/or Contractor's subcontractor negligence. Owner is responsible for all other deductible events including wind storm, flood and force majeure.
 - b. Flood insurance premium costs to be confirmed once building flood elevations are provided.
 - c. Deductibles are anticipated as follows:

(1) Wind/Hail	5% or \$250,000 minimum per occurrence
(2) Flood	5% or \$250,000 minimum per occurrence
(3) All Other Perils	\$10,000 per occurrence
 - d. Builder's Risk Insurance Allowance is subject to change based on the final, mutually accepted deductible terms and contractual language.
3. Construction duration is anticipated to be approximately five (5) months from the later of:
 - a. Receipt of all permits necessary to carry out the work in a continuous, critical path manner.
 - b. Recorded Notice of Commencement (NOC).
 - c. Written Notice to Proceed (NTP).
 - d. All insurances in place required of both Owner and MGC prior to the start of construction.
 - e. A fully executed, mutually acceptable change order to the existing agreement between Owner and Stiles Construction.

4. Contractor's Contingency is included and is for the sole use of and at the discretion of the Contractor.
5. Costs represented assumes current market and labor/material availability. Unexpected market fluctuations in the material and labor components in various aspects of the industry may be observed. The Owner should be vigilant in making selections and releasing for construction all activities in a timely manner that will allow greater control over these fluctuations, further ensuring a more predictable project cost.
6. Scope of work anticipated is limited to only that work needed for, and leading up to commencing the City Hall, Parking Structure and Amphitheater work.
7. The site enabling work is premised upon being part of, and integral with, the overall Sunrise City Hall Complex project (i.e. City Hall, Parking Garage, Amphitheater, Great Lawn and balance of sitework/hardscape work, etc.) and not a standalone project. The overall Sunrise City Hall Complex project is assumed to run concurrent/overlap the site enabling package at a pre-agreed upon, logical and strategic point in the site enabling work schedule, or commence at the completion of the site enabling work. Should the overall City Hall Complex work not commence as noted above, the General Conditions and Contractor's Fee are subject to change.

II. CLARIFICATIONS TO SITE ENABLING BUDGET:

A. SITEWORK:

1. Demolition:
 - a. Demolish the existing fire station structure.
 - b. Demolish all paving, curbing, etc. within the footprints of the attached sketch.
 - c. Cut and cap water, sewer and storm drainage as shown.
2. Earthwork:
 - a. Re-shape existing north/west retention area as shown. Stockpile fill on-site for re-use.
 - b. Construct building pad for new City Hall to subgrade elevation.
 - (1) NOTE: Excavated fill from lakes is assumed to be suitable for use in constructing building pads and paving subgrades.
 - c. Construct stabilized subgrade for Fire Department Access, sidewalks and pavers. Stabilized subgrade to consist of 12" stabilized subgrade and 6" compacted limerock.
 - d. Construct temporary parking area on the north half of the future Great Lawn.
 - (1) Grade, proofroll and compact existing grade.
 - (2) Import, place and compact 8" limerock.
 - (3) Tack and prime.
3. Utilities:
 - a. Provide storm drainage for reconfigured internal road.
 - (1) Storm pipe connecting retention areas on either side of road to be earth and culvert.
 - b. Provide water and sewer as shown.
4. Paving:
 - a. Provide asphalt paving for reconfigured internal road.
 - (1) 12" stabilized subgrade, 8" limerock and 2" asphalt in two (2) lifts.
5. Site Concrete:
 - a. Provide Type D and F curb at reconfigured internal road.
 - b. Site perimeter sidewalks and sidewalks adjacent to internal road to be regular, gray concrete.
 - c. All sidewalks are assumed to slope to green areas (i.e. not to trench drains).
6. Landscaping/Irrigation:
 - a. Provide landscaping and irrigation at affected site areas.

7. Site Electrical:
 - a. Install four (4) 4" FP&L conduits as shown; approximately 1,400 LF.
 - (1) Conduits and pull boxes furnished by FP&L at no cost to the Contractor.
 - (2) Wire and transformer(s) to be furnished and installed by others.
 - b. Furnish and install two (2) 4" conduits for future tele/data provider(s).
 - c. Concrete encase conduits if required.

III. ITEMS NOT INCLUDED IN SITE ENABLING BUDGET:

1. All governmental fees (i.e. impact fees, development/government coordination service fees, sewer and/or fire water tap fees, domestic water tap fees, etc.), site engineering/site sub permits or expediting of same.
2. Design fees or design costs for major and/or multiple re-designing efforts after initial programming, design development or construction documents are completed.
3. Payment of Builder's Risk Insurance deductibles beyond that described herein.
4. Insurances in excess of and/or different from Stiles Construction mutually agreed upon coverages and language.
5. Provisions for an Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP) and/or Direct Owner Purchase (DOP) programs.
6. Obtaining air rights, or costs associated with same, for crane(s) swing over adjacent property(ies).
7. Testing, monitoring, disposal and/or remediation of any above or below ground hazardous or contaminated water, soils, trash/debris if encountered on or near the site.
8. Federal Wage Rate requirements, Prevailing Wage, Davis-Bacon Wages, Local Workforce costs and/or provisions.
9. Cost escalation and/or adjustments for unanticipated market conditions (i.e. tariffs, embargos, etc.).
10. Protection, mitigation/relocation of any existing protected/endangered flora or fauna.
11. Construction materials testing (CMT) program and/or special/threshold inspectors.
12. Vibration monitoring and/or mitigation from site operations.
13. Specific provisions for LEED requirements (i.e. commissioning, advanced commissioning, etc.).
14. Unforeseen conditions.
15. Accelerated schedules and/or phasing other than noted herein.
16. Phasing of the work other than contemplated herein.
17. Utility relocations, installations, upsizing existing utilities or other infrastructure modifications serving the site except those specifically mentioned herein. Existing services are assumed to be of a size suitable for the proposed uses.
18. Off-site sitework (i.e. traffic signalization, re-working existing City/County/Federal roads, turn/decel lanes, median modifications, off-site lift station(s), etc.) unless noted herein.
19. Artwork and/or "Art in Public Places" and/or infrastructure for same.
20. Site furnishings (i.e. benches, waste receptacles, smoking receptors, etc.).
21. Any work other than specifically noted herein (i.e. City Hall, Garage, Amphitheater, Great Lawn construction).
22. Stamping or other embossing of concrete.
23. Bridges over retention areas.
24. Storm drainage for temporary parking lot(s). Lot(s) assume to surface/sheet drain to perimeter of lot areas via grading.
25. Decorative and/or non-code required interior or exterior, lit or unlit building signage or wayfinding.
26. Furniture, fixtures and equipment (FF&E) (i.e. non-affixed planters, office equipment/furniture, modular furniture, projectors for conference rooms, computers/printers, televisions, vending machines, appliances, council chamber equipment, metal detection equipment, vaults/safes, etc.).
27. Cast iron piping for plumbing DWV.
28. Trench drains/grates at pedestrian areas.
29. Telephone/data, security/CCTV, bi-directional amplification(BDA)/cell boost, satellite/cable, audio/visual/sound systems, paging systems or cabling. Stiles Construction to provide conduit for these Owner furnished/installed systems.
30. Engineering, re-routing of primary electrical or primary electrical services and/or transformers except as noted herein. FPL to provide and pull all primary wiring associated with early work. Owner to contract for FPL work; Stiles Construction to assist with coordination.

III. ALLOWANCES INCLUDED IN SITE ENABLING BUDGET:

All allowances include material, freight, installation and tax, unless noted otherwise. Allowances do not include the following Contractor's costs and allowed mark-ups: General Conditions, Insurances, Contingency, Overhead, Profit, or Subcontractor Bonds:

1.	Permit Fees	\$ 10,000
2.	Builder's Risk Insurance	\$200,000

IV. ALTERNATES TO SITE ENABLING BUDGET:

Any clarification or potential change provided as an Alternate and/or Cost Saving Alternate is intended to help the Owner meet project financial goals. All amounts shown are approximate and are to be confirmed upon final pricing of revised construction documents. Any clarification or potential change provided as an Alternate and/or Cost Saving Alternate is not to be considered a recommendation or assumption of design responsibility by Contractor. It remains the responsibility of the Owner and the Owner's design professionals to independently determine the sufficiency and suitability of any clarifications or changes provided as an Alternate and/or Cost Saving Alternate. Owner and the Owner's design professionals shall be responsible for modifying the construction documents for filing with the Building Department to incorporate any clarification or potential change provided as an Alternate and/or Cost Saving Alternate approved and accepted by the Owner. Unless noted otherwise, Alternates and/or Cost Saving Alternates include labor, materials, equipment, subcontracted values and the following Contractor's costs and allowed mark-ups: General Conditions, Insurances, Payment and Performance Bond, Overhead and Profit.

None at this time.