city commission agenda

January 27, 2020
3:30 PM
Commission Chambers

mayor & commissioners				
seat 1 Gregory Seidel	seat 2 Sarah Sprinkel	Mayor Steve Leary	seat 3 Carolyn Cooper	seat 4 Todd Weaver

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofwinterpark.org.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide the the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

Citizen comments at 5 p.m. and each section of the agenda where public commend is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. Large groups are asked to name a spokesperson. The period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

agenda

*times are projected and subject to change

1. **Meeting Called to Order**
2. **Invocation**

   Jocelyn Williamson, Central Florida Freethought Community

   Pledge of Allegiance
3. **Approval of Agenda**
4. **Mayor's Report**

   a. **Presentation - Dr. Phillips Performing Arts Center** 10 minutes

5. City Manager's Report

a. City Manager's Report 5 minutes

6. City Attorney's Report

7. Non-Action Items

8. Citizen Comments | 5 p.m. or soon thereafter

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)
(Three (3) minutes are allowed for each speaker)

9. Consent Agenda

a. Approve the following purchase: 1 minute

1. D&M Leasing: Fully electric 2020 Nissan Leaf SV (5 total) for the Building & Permitting Department as well 3 dual-head charging stations to be installed on city property; Not to exceed $157,162.

b. Approve the following formal solicitation: 1 minute

1. Comp Air Service Co.: IFB-2-2020 – Air Compressors for Aloma & Magnolia Water Plants; $154,968.

10. Action Items Requiring Discussion

a. Winter Park Library and Events Center 60 minutes

b. Consideration of Letter of Intent to Purchase the USPS Property Located at 300 N New York Avenue 10 minutes

11. Public Hearings

a. Resolution: 5 minutes

- Approving a local funding agreement with the Florida Department of Transportation for design of additional landscape and streetscape improvements to 17-92 from Norfolk Avenue to Monroe Street

b. Request of WP View LLC for: 20 minutes

- Subdivision approval to split the vacant property at 694 N. New York Avenue, Zoned R-3, into 10 single family lots for development as 10 new single homes. Each proposed lot has 60-65 feet of lot width and 6,000-6,240 square feet of land area, which comply with the lot dimensions required for R-3 zoning.

c. Request of the ORC 2611/2615 Lee Road LLC for: 30 minutes

- Conditional Use approval to redevelop the properties at 2611 and 2615 Lee Road for a new Starbucks restaurant with a drive-thru component on these two properties zoned C-3.

d. Request of the City of Winter Park for: 20 minutes

- An Ordinance amending the Subdivision Regulations to allow consideration of the preservation of historic homes and/or historic specimen live oak trees as special conditions and circumstances for lot size variances subject to the normal public notice and public hearing process. (1)

e. Request of the City of Winter Park for: 15 minutes

- An Ordinance amending the Zoning and Subdivision Regulations to clarify the procedures for applicants seeking to table, continue or postpone public hearings after such public hearings have been duly advertised. (1)

f. Request of Samuel and Christine Hines for: 1 minute

- Subdivision approval to split the property at 1554 Harris Circle in order to allow the existing guesthouse at 1552 Harris Circle to become an independent lot with the ability to be sold separately.

Postponed to February 10, 2020 at applicant's request.

12. City Commission Reports

Appeals and Assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105)

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."

city commission agenda item

item type Invocation	meeting date 1/27/2020
prepared by Assistant City Manager	approved by
board approval final vote	
strategic objective	

subject

Jocelyn Williamson, Central Florida Freethought Community

motion / recommendation

background

alternatives / other considerations

fiscal impact

city commission agenda item

item type Mayor's Report	meeting date 1/27/2020
prepared by City Clerk	approved by N/A
board approval N/A final vote	
strategic objective	

subject

Presentation - Dr. Phillips Performing Arts Center

motion / recommendation

background

alternatives / other considerations

fiscal impact

city commission agenda item

item type City Manager's Report	meeting date 1/27/2020
prepared by Budget and Performance Measurement	approved by
board approval final vote	
strategic objective	

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

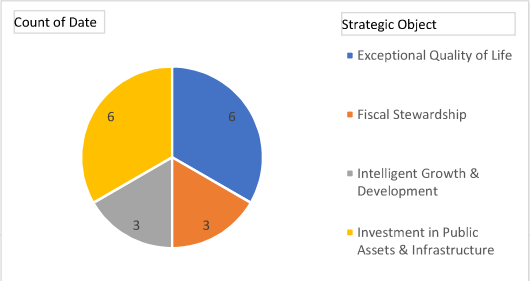
fiscal impact

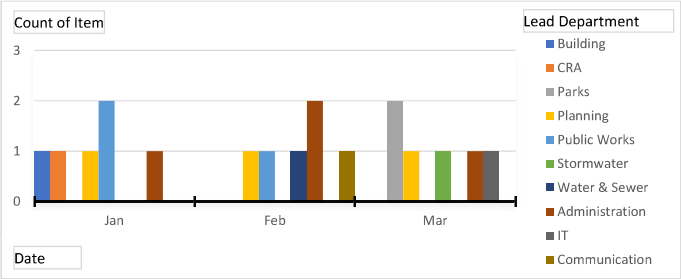
ATTACHMENTS:

Description	Upload Date	Type
City Manager's Report	1/21/2020	Cover Memo

city commission city manager's 90-Day Report

This outline provides a timetable for issues and items that are planned to come before the commission over the next three months as well as the status of initiatives that do not have any determined completion date. These are estimates and will be updated on a monthly basis.





Upcoming Commission Items

	Item Department	Item Date
Exceptional Quality of Life		
Library & Events Center		
Item was tabled to go back to commission on January 27th agenda.	Public Works	Jan
New Vehicle Purchase		
Approval for the Building Department to purchase up to 5 fully electric Nissan Leaf's as well as additional charging stations, to promote sustainability. Restricted building reserves will be used for the purchase.	Building	Jan
Commission Decorum		
Request to schedule a work session regarding this topic.	Administration	Feb
Public Art for I-4		
Review and approve recommendations from the Public Art Advisory Board for a public art display as part of a grant from FDOT for the I-4 Ultimate Project.	Administration	Feb
City Website		
Presentation of new accessibility compliant City Website design.	Communication	Feb
Tree Preservation and Landscape Ordinance Revisions		
Ordinance was introduced to PRAB on November 22nd with no action taken and request for additional time to review and possible work session for detailed explanation by staff. Tree Ordinance will be presented to Planning and Zoning in February to be presented to commission in March.	Parks	Mar
Fiscal Stewardship		
CIP Plan Review		
Discuss, plan, and prioritize CRA projects and funding at CRA Agency meeting on Jan 27th, at 2pm.	CRA	Jan
Charter Review Advisory Committee		
Information regarding the 11 ballot questions adopted in November are available on the City's website beginning in January. The voters will decide on the charter amendments on March 17th.	Administration	Mar
Parks Maintenance & Swoope Site		
The Parks Master Plan includes the accommodation of parks maintenance storage on the old Swoope Water Plant site. Staff will bring recommendations from EDAB regarding the construction of the facility and use of the site.	Parks	Mar
Intelligent Growth & Development		
Planning Public Hearings		
Ordinance amending the subdivision regulations to allow consideration of the preservation of historic homes and/or historic specimen live oak trees as special conditions and circumstances for lot size variances subject to the normal public notice and public hearing process. Subdivision of 694 N. New York Ave (vacant condev property) into 10 single family lots in lieu of previous approved project of 16, 3-story townhouses. Conditional use approval of Starbucks at 2615 Lee Road. Ordinance amending the Zoning and Subdivision regulations to clarify the procedures for applicants seeking to table, continue or postpone public hearings after such public hearings have been duly advertised.	Planning	Jan

Rollins Innovation Triangle. Hotel at Penn. Project Redevelopment of the "ranch mall" property at 415 S. Orlando Avenue for 24,000 square feet of new commercial Subdivision of 1554 Harris Circle to allow the existing guesthouse to become an independent lot with the ability to be sold separately.	Planning	Feb
Orange Avenue Overlay Steering Committee		
Commission approved project at first reading Jan 16th meeting. The second meeting will be scheduled after the State reviews. The Planning and Zoning Board held a public hearing on the Orange Avenue Overlay District on December 3,2019. They voted 7-0 to approve the project.	Planning	Mar
Investment in Public Assets & Infrastructure		
Post Office Acquisition		
USPS has provided a Letter of Intent to the city for review. Staff is working with the city attorney on review. Will go to Commission on Jan 27th.	Administration	Jan
Quiet Zones		
Railroad street crossing safety improvements construction is completed. NO TRAIN HORN signs are installed. Quiet Zones implementation is expected January 29th, 2020.	Public Works	Jan
Roadwork		
Realignment of Bennett and Executive Dr. work continues on the preliminary design and costing. An initial permitting meeting is scheduled for Friday Jan 24th with the developer, and FDOT to understand permitting issues/constraints.	Public Works	Feb
Sewer Capacity		
Purchase of additional sewer capacity at Altamonte Springs.	Water & Sewer	Feb
City Fiber Network		
Contract for buildout of the City's private fiber network in response to ITN may be ready for approval in March. Master design and inventory of existing assets is currently being finalized.	IT	Mar
Seminole County Ditch Drainage Improvement		
The hydraulic model has been updated. Seminole County is reviewing the improvement alternatives and will provide the City feedback regarding participation and phasing over a 5 year capital improvement plan. Attorneys are preparing interlocal agreement.	Stormwater	Mar

Additional Items of City Interest

	Item Department
Exceptional Quality of Life	
MLK Park Plan	
City has contracted professional services through Dix-Hite to conduct review of MLK master plan, assessment of neighborhood connectivity with MLK Park and Library/Event Center, and provide suitable options for replacement of Shady Park spray feature.	Parks
Investment in Public Assets & Infrastructure	
17/92 Corridor	
Staff is currently working with FDOT Arterial Team to assess needs and scope for model development and funding needs. CRA has reserved funds for this project. FDOT hopes to have 60% plans designed by Feb 2020. The city will work with FDOT on design and other associated improvements such as coordinating of utility undergrounding, landscaping, and water & sewer improvements, over the next couple months. The corridor traffic modeling effort is underway with data collection.	CRA
Electric Undergrounding	
Miles of Undergrounding performed Project G: 4.1 miles 82% complete. Project H: 2.5 miles 80% complete. Project I: to begin after project H. TOTAL so far for FY 2020: 1.1 miles	Electric
Fairbanks Transmission	
End of May 2020 is the estimated completion date for the Fairbanks project from Duke transmission contractors. Distribution and transmission work due to be complete by the end of March. Poles are scheduled to be removed 30 days after the completion by transmission contractors.	Electric
Lakemont Avenue	
Scope to be determined. Work to be tentatively performed by new transportation planner position in conjunction with the Public Works and Planning Departments.	Public Works
Lakes Health Analysis	
The Natural resources division of Parks (where lakes management now resides) along with Public Works are preparing a presentation detailing historic and existing lake water quality along with previously implemented improvement projects and proposed future projects for information and discussion. It will illustrate excellent, good and impaired water quality criteria and where the City lakes rank accordingly.	Parks
Parks and Recreation Bike Path and Green Spaces Plan	
Will be part of the overall Transportation Master Plan being performed by the Planning and Public Works Departments.	Public Works

city commission agenda item

item type Consent Agenda	meeting date 1/27/2020
prepared by Purchasing	approved by
board approval final vote	
strategic objective Fiscal Stewardship	

subject
Approve the following purchase:

1. D&M Leasing: Fully electric 2020 Nissan Leaf SV (5 total) for the Building & Permitting Department as well 3 dual-head charging stations to be installed on city property; Not to exceed $157,162.

motion / recommendation
Commission approve item as presented.

background
Purchase to be made utilizing Sourcewell 060618-CVL in conjunction with the Climate Mayors EV Procurement Cooperative. Each vehicle shall be purchased as a lease to take advantage of available tax credits, amounting to a total cost of $26,332.28 per unit. The additional charging stations, including installation, will cost $5,500 – $8,500 each depending upon type and location of install, and shall be installed at City Hall, City Operations and the Public Safety Complex.

alternatives / other considerations
N/A

fiscal impact
Total expenditure to be funded by restricted Building Department Permit Fee revenue and shall not exceed $157,162.

ATTACHMENTS:

Description	Upload Date	Type
$75k+ Purchases	1/21/2020	Cover Memo

city commission agenda item

item type	Purchases over $75,000	meeting date	January 27, 2020
prepared by department division	Procurement Division	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Purchases over $75,000

	vendor	item | background	fiscal impact	motion | recommendation
1.	D&M Leasing	Fully electric 2020 Nissan Leaf SV (5 total) for the Building & Permitting Department as well 3 dual-head charging stations to be installed on city property	Total expenditure to be funded by restricted Building Department Permit Fee revenue and shall not exceed $157,162.	Commission approve the purchase.
	Purchase to be made utilizing Sourcewell 060618-CVL in conjunction with the Climate Mayors EV Procurement Cooperative. Each vehicle shall be purchased as a lease to take advantage of available tax credits, amounting to a total cost of $26,332.28 per unit. The additional charging stations, including installation, will cost $5,500 – $8,500 each depending upon type and location of install, and shall be installed at City Hall, City Operations and the Public Safety Complex.			

city commission agenda item

item type Consent Agenda	meeting date 1/27/2020
prepared by Purchasing	approved by
board approval final vote	
strategic objective Fiscal Stewardship	

subject
Approve the following formal solicitation:

1. Comp Air Service Co.: IFB-2-2020 – Air Compressors for Aloma & Magnolia Water Plants; $154,968.

motion / recommendation
Commission approve item as presented.

background
A formal solicitation was issued to make this award.

alternatives / other considerations
N/A

fiscal impact
Total expenditure included in approved budget.

ATTACHMENTS:

Description	Upload Date	Type
Formal Solicitations	1/21/2020	Cover Memo

city commission agenda item

item type	Formal Solicitations	meeting date	January 27, 2020
prepared by department division	Procurement Division	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Formal Solicitations

	vendor(s)	item | background	fiscal impact	motion | recommendation
1.	Comp-Air Service Co.	IFB-2-2020 – Air Compressors for Aloma & Magnolia Water Plants	Total expenditure included in approved budget. Amount: $154,968	Commission approve the award and authorize the Mayor to execute.

city commission agenda item

item type Action Items Requiring Discussion	meeting date 1/27/2020
prepared by City Manager	approved by City Manager, City Attorney
board approval N/A final vote	
strategic objective Investment in Public Assets and Infrastructiure	

subject
Winter Park Library and Events Center

motion / recommendation
Approve the final Guaranteed Maximum Price, funding strategy and authorize staff and contractors to begin the project.

background
This item was table at the January 13, 2020 meeting and a work session was scheduled for January 22nd to further discuss the topic. At the January 13th meeting there was consensus from the Commission to add back five items to the project. Those five items totaled $567,226 and are shown on the schedule attached. There was also consensus to fund the difference between the new project costs and the amount of funds committed by issuing the remaining $2,000,000 in bonds and committing an additional $750,000 in CRA Funds (Subject to approval by the CRA).

With those five items added, the proposed GMP is $34,072,395 and the total project cost is $41,716,282.

Attached is the original approved contract with Brasfield and Gorrie and the GMP Proposal along with the completed exhibits. Also attached are an updated Financial Summary and Cost Management Log.

With the approval at this meeting the project will begin immediately with sitework and de-mucking.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description	Upload Date	Type

Revised Financial Summary	1/21/2020	Backup Material
Items Added Back	1/21/2020	Backup Material
Executed contract	1/21/2020	Backup Material
Revised Cash Management Log	1/21/2020	Backup Material
GMP Proposal	1/21/2020	Backup Material
Exhbit A	1/21/2020	Backup Material
Exhibit E Spplemental Conditions	1/21/2020	Backup Material

Winter Park Canopy Project
Financial Summary Sheet
21-Jan-20

Uses:		
Target Construction Budget at previous approval	$	32,925,321
Cost of pervious pavers added with CRA funding	$	682,948
Soft Costs	$	7,559,596
Total Target Budget	$	41,167,865
Variance to Target from Cost Management Log	$	548,209
Revised Target Budget	$	41,716,074
Sources:		
Proceeds from bonds	$	27,904,666
Issue remaining bonds	$	2,000,000
Interest earnings on proceeds	$	1,500,000
Tourist Development Tax Grant	$	6,000,000
Fundraising	$	2,187,841
CRA	$	2,132,775
Total Proceeds	$	41,725,282
Amount to be added to contingency	$	(9,208)

Winter Park Canopy Project
Items Added Back by Consensu at 1/13/20 Meeting

	DESCRIPTION			SAVINGS ACCEPTED	CUMMULATIVE
1	A-33.00		ELIMINATE THE EXTRUDED ALUMINUM SPECIAL PROFILE AT THE PORTALS	$ (43,767)	$ (43,767)
2	A-9.00		PROVIDE STANDARD FINISH ON ALL VERTICAL CONCRETE	$ (281,043)	$ (324,810)
3	A-12.00		ELIMINATE PRECAST BENCH AROUND PLINTH AND INSTALL MORE TRADITIONAL TYPE BENCHES	$ (105,235)	$ (430,045)
4	A-32.00		PROVIDE ALTERNATE LIGHT FIXTURE PACKAGE	$ (76,592)	$ (506,637)
5	A-24.00		REPLACE OCULUS WITH ROOFING AND EIFS	$ (60,589)	$ (567,226)

AIA® Document A133™ – 2009

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

AGREEMENT made as of the 4th day of January, 2018 in the year 2017
In words, indicate day, month and year.)

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

City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

and the Construction Manager:
(Name, legal status and address)

Brasfield & Gorrie, L.L.C.
941 West Morse Blvd., Suite 200
Winter Park, Florida 32789

for the following Project:
(Name and address or location)

A new Winter Park Public Library, Event Center and Parking Facility to be located at approximately the location of the existing Civic Center located at 1050 West Morse Boulevard, Winter Park, Florida 32789

The Architect:
(Name, legal status and address)

HuntonBrady Architects
800 North Magnolia Avenue, Suite 600
Orlando, Florida 32803
Telephone No.: 407-839-0886
Facsimile No.: 407-839-1709

The Owner's Designated Representative:
(Name, address and other information)

The Owner has retained the services of an Owner Representative ("OR") for the Project to act on the Owner's beahlf as described in the Agreement. OR for the Project is Pizzuti Solutions, LLC.
629 North High Street, Suite 500
Columbus, Ohio 43215

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

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

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

Init.
/
AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

The Construction Manager's Designated Representative:
(Name, address and other information)

Jim Ellspermann
Sean Sweeney
Brasfield & Gorrie, LLC
941 West Morse Blvd., Suite 200
Winter Park, Florida 32789
Telephone No.: (407) 562-4500
Facsimile No.: (407) 562-4501
jellspermann@brasfieldgorrie.com

The Architect's Designated Representative:
(Name, address and other information)

Maurizio Mazo, PIC
Susan Pendergraft, PM
Hunton Brady Architects
800 North Magnolia Avenue
Orlando, Florida 32803
Telephone No.: 407-839-0886
Facsimile No.: 407-839-1709
Email Address: mmaso@huntonbrady.com

The Owner and Construction Manager agree as follows.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3 OWNER'S RESPONSIBILITIES

4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6 COST OF THE WORK FOR CONSTRUCTION PHASE

7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

8 INSURANCE AND BONDS

9 DISPUTE RESOLUTION

10 TERMINATION OR SUSPENSION

11 MISCELLANEOUS PROVISIONS

12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), the Request for Qualifications to the extent not inconsistent with this Agreement, Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™– 2007 as modified, General Conditions of the Contract for Construction, shall apply as only as specifically provided in this Agreement. References to AIA Document A201–2007 shall be that document as modified for the Project as agreed by the Owner and Contractor. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007 as modified, which

Init.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

document is incorporated herein by reference. The term "Contractor" as used in A201–2007 as modified shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

Init. /

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

.4 The anticipated dates of Substantial Completion and Final Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007 as modified, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's issuance of a Notice to Proceed, and issuance of all permits required for the Work to proceed. Contractor agrees that time is of the essence in all aspects of the Project, and Contractor shall substantially complete the Work not later than June 30, 2020. The Work shall be finally completed and ready for Final Payment within thirty (30) calendar days after the actual date of Substantial Completion.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (389ADA1C)

the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007 as modified.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to in advance by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 as modified shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 as modified shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other

Init.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services in the Owner's possession and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007 as modified, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect
The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 4.1 Compensation
§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for Preconstruction Phase work and services shall be $250,000.00 plus a not to exceed amount of $10,000.00 for reimbursable expenses. Preconstruction Phase work and services shall be paid in monthly installments following acceptance of this Agreement and issuance of a written Notice to Proceed. If the Construction Phase begins before Preconstruction Phase activities are completed, then both this Section and Section 5.1 shall apply until Preconstruction Phase work and services are complete. Owner shall receive a credit against the Preconstruction Phase work and services fees for any amounts paid to Contractor for Preconstruction Phase work

Init.
/
AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

and services performed prior to execution of this Agreement. Notwithstanding the preceding, Contractor's compensation for Preconstruction Phase work and services and Construction Phase work and services shall not exceed the amount set forth in section 5.2.1 of this Agreement or any Guaranteed Maximum Price Amendment subsequently agreed to by the parties. Should the Preconstruction Phase, through the fault of the Owner or Architect and through no fault of the Contractor, extend more than thirty (30) days beyond October 1, 2018, the Contractor shall be entitled to an equitable adjustment to the Preconstruction Phase fee if additional labor hours are needed to perform the Preconstruction Phase work and services. Any such equitable adjustment of the Preconstruction Phase fee will be subject to the prior review and approval of the Owner's Representative and based upon the agreed upon hourly rates set forth in Exhibit "B," the additional labor hours needed to be incurred by Contractor as the result of the extension of the timeframe for the Preconstruction Phase and actual time of the extension of the Preconstruction Phase.

§ 4.1.3 This subsection is intentionally deleted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Payments and disputes concerning requests for payments shall be governed by Florida's Local Government Prompt Payment Act (chapter 218, Florida Statutes, part VII). Unless otherwise agreed or the Owner disputes a requested payment, payments for services shall be made monthly in proportion to the services performed.

§ 4.2.2 Payments are due and payable upon Owner's approval of the Construction Manager's invoice. Uncontested amounts left unpaid 120 days after the invoice date shall bear interest at the rate set forth in Florida's Local Government Prompt Payment Act.

(Paragraph Deleted)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(Paragraph Deleted)

Shall be a fixed fee of 4.65% of the estimated Cost of Work.

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

Shall be in accordance with Article 7 of AIA Document A201-2007 as amended.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: Subcontractor mark-up shall be limited to ten percent (10%) overhead and five percent (5%) profit.

Mark-up for overhead and profit for additive Change Orders for any subcontractor or supplier shall not exceed ten percent (10%) for overhead and five percent (5%) for profit.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

Item	Units and Limitations	Price per Unit ($0.00)
None		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

In the event the Owner and Contractor do not agree upon and execute a Guaranteed Maximum Price Amendment, then the Owner shall have the right to terminate this Agreement and Owner shall be relieved from all further obligations and responsibilities under this Agreement except for payment to Contractor for Preconstruction Phase work and services performed. At the time of execution of this Agreement, the parties anticipate that the Guaranteed Maximum Price shall in no event exceed $21,448,000.00.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007 as modified, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007 as modified, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 as modified and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 as modified shall have the meanings assigned to them in AIA Document A201–2007 as modified and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 as modified shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

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

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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

Init.
/
AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

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

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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

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

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 as modified or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 as modified or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

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

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007 as modified.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or

Init.
/
AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes:
(3B9ADA1C)

correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 as modified or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

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

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- **.2** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.3** Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- **.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.5** Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.8** Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be

Init.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25th business day following therefrom. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than the 25th business day following therefrom.
(Federal, state or local laws may require payment within a certain period of time.)

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

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007 as modified;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of ten percent (10 %) until fifty percent (50%) of the Contract Value is complete, and, thereafter, less five percent (5%) retainage for the remaining

Init.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

Contract Value until such cumulative retainage equals not less than five percent (5%) of the total Contract Value. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs until fifty percent (50%) of the Contract Value is complete, and, thereafter, less five percent (5%) retainage for the remaining Contract Value;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 as modified.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 as modified, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007 as modified. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007 as modified. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007 as modified. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

§ 7.2.5 The acceptance by the Construction Manager of Final Payment due upon the termination of this Agreement or completion of the Project, shall constitute a full and complete release of the Owner from any and all claims or demands regarding further compensation for Work or services rendered prior to such Final Payment that the Construction Manager has or may have against the Owner, unless otherwise previously and properly filed pursuant to the provisions of this Agreement or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extents obligations of the parties beyond Final Payment. The making of the Final Payment shall not constitute a waiver of any claims or causes of action that Owner has or may have against the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance coverages and amounts consistent with the Certificate of Insurance attached as Exhibit "C."

Additionally, in accordance with the provisions of section 255.05, Florida Statutes, Contractor shall provide to Owner a Performance Bond and Payment Bond for the Project each in an amount not less than the total construction costs for the Project and in a form with terms and conditions acceptable to Owner. The Performance Bond and Payment Bond shall be delivered to Owner prior to the commencement of
any work or services under this Agreement and shall not expire until expiration of the Warranty Period for the Project. Contractor shall cause the posting of the Payment Bond in accordance with section 255.05, Florida Statutes, prior to commencement of
the
Work.

(Table Deleted)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Mediation. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the Owner shall select the mediator who, if selected solely by the Owner, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until: (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Init.
/
AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes:
(3B9ADA1C)

§ 9.2 For any Claim subject to, but not resolved by mediation , the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

In any such litigation, the parties shall bear their own attorneys' fees and experts' fees and costs, except as maybe otherwise expressly provided herein (e.g. indemnification and hold harmless provisions). The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the services hereunder shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

§ 9.3 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 as modified for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007 as modified.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007 as modified.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 as modified shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 as modified shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 as modified. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007 as modified, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007 as modified.

§ 11.2 Ownership and Use of Documents
Section 1.5 of A201–2007 as modified shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law
This Agreement shall be governed by the laws of the state of Florida.

§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007 as modified, neither party to the Contract shall assign the

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Public Records Laws.
The Owner is a Florida municipal corporation subject to chapter 119, Florida Statutes, the Florida Public Records Act. While in the possession and control of the Construction Manager, at Construction Manager's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act. Construction Manager affirmatively agrees to comply with all "Contractor" provisions of section 119.0701(2), Florida Statutes. Construction Manager shall allow inspection and copying of such records in accordance with the Public Records Act. Construction Manager shall provide public records in its possession and control to the Owner upon completion of the services or Work as required by the Public Records Law. **IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Cindy Bonham, City Clerk, City of Winter Park, 401 Park Avenue South, Winter Park, Florida 32789; Email CBonham@cityofwinterpark.org; Telephone: (407) 599-3447.** This provision shall survive expiration and termination of this Agreement.

§ 11.6 Ethics Law.

(a) Construction Manager shall not engage in any action that would create a conflict of interest in the performance of the actions of any Owner's officials, officers, employees or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Construction Manager Construction Manager hereby certifies that no officer, agent, or employee of the Owner has any material interest (as defined in Section 112.312 (15), Florida Statutes), as over 5% either directly or indirectly, in the business of the to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(b) Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability.

(c) Any Person or affiliate, as defined in section 287.133 of the Florida Statutes, shall not be allowed to contract with the Owner, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresenta-tion. Any Agreement with the Owner obtained in violation of this Section shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the Owner.

§ 11.7 False Claims.
If Construction Manager is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Construction Manager, Construction Manager shall be liable to the Owner for an amount equal to such unsupported part of the claim in addition to all costs to the Owner attributable to the cost of reviewing said part of Construction Manager's claim. The Owner and Construction

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

Manager acknowledge that the "Florida False Claims Act" provides civil penalties not more than $10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Construction Manager agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

§ 11.8 No Waiver of Sovereign Immunity.
Nothing contained in this Agreement shall be considered or deemed a waiver of the Owner's sovereign immunity protections or of any other immunity, defense, or privilege afforded to the Owner or its officials, officers, employees and agents under law, including without limitation, Section 768.28, Florida Statutes.

§ 11.9 Discrimination.
Construction Manager, for itself, its delegates, successors and assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of services to the Owner hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the Construction Manager shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the Owner shall have the right to terminate this Agreement.

§ 11.10 Compliance with Law.
The Construction Manager and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the services that may be rendered hereto, or to the wages paid by the Construction Manager to its employees. The Construction Manager shall also require, by contract, that all subconsultants and subcontractors shall comply with the provisions of this subsection. Construction Manager's employment of unauthorized aliens in violation of federal law shall constitute a material breach of this Agreement. Construction Manager shall indemnify and hold harmless the Owner against any claims or liability arising from, or based on, Construction Manager's or its employee's violation of any such laws, ordinances, rules, codes, regulations, or orders.

§ 11.11 Licenses.
Construction Manager shall, during the life of this Agreement and project Final Completion, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for Construction Manager to render its services as described herein. Construction Manager shall also require all subconsultants and subcontractors to comply by contract with the provisions of this subsection.

§ 11.12 IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSTRUCTION MANAGER OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE BY THE CONSTRUCTION MANAGER OR BY THE OWNER UNDER THIS AGREEMENT.

§ 11.13 Scope Reduction.
Owner shall have the sole right to reduce (or eliminate, in whole or in part) the Work at any time and for any reason, upon written notice to the Construction Manager specifying the nature and extent of the reduction. In such event the Construction Manager shall be fully compensated for the portion of the Work or services already performed, including payment of all specific fee amounts due and payable prior to the effective date stated in the Owner's notification of the reduction. Construction Manager shall also be compensated for the Work or services remaining to be done and not reduced or eliminated on the Project. However, Construction Manager will not be compensated for Work or services not performed or that are eliminated from this Agreement by Owner.

§ 11.14 No Liens/Bonds.

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

Construction Manager acknowledges and agrees that the real property for which the project is being constructed and the project itself is owned by a municipality, and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the Owner's sovereign immunity protections. Construction Manager and its subconsultants and all others claiming by and through Construction Manager shall not record or file any claims of lien concerning any project, services, material, supply, labor, work, or any portion thereof.
Construction Manager shall indemnify and hold Owner harmless from any and all claims of lien arising out of or concerning this Agreement. Construction Manager shall ensure that Section 255.05, Florida Statutes payment bond and performance bonds with the Owner as the beneficiary are obtained and delivered as required by law in an amount no less than 100% of the construction costs of the Project and in a form acceptable to the Owner.

§ 11.15 No Tax Pledge.
The Owner and Construction Manager agree that this Agreement does not constitute a general indebtedness of Owner within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the parties that Construction Manager shall not have the right to require or compel the exercise of ad valorem taxing power of Owner, or taxation of any real or personal property therein for payment of any monetary obligations due or any other obligations under the terms of this Agreement.

§ 11.16 No Damages Against Owner for Delay.
Except as specifically provided in this Agreement, Construction Manager's exclusive remedy for delays, impacts, mobilization, demobilization, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond Construction Manager's and its employees', subconsultants' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the Owner or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of time under this Agreement. Without limiting the foregoing, Construction Manager shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred. In no event shall the Owner's liability under this Agreement exceed the compensation that the Owner is required to pay to Construction Manager for services under this Agreement.

§ 11.17 Procurement.
The terms and conditions of the Owner's procurement documents (RFQ-21-2017) for which this Agreement was awarded to Construction Manager are incorporated herein by this reference and made a part hereof as material provisions; however the terms of this Agreement shall control in the event of a conflict between such. Construction Manager represents and warrants that all representations and statements made or submitted in response to Owner's procurement process resulting in the award of this Agreement remain true, correct and accurate.

§ 11.18 Independent Contractor.
Construction Manager is not authorized to act as the Owner's agent hereunder and shall have no authority, expressed or implied, to act for or bind the Owner hereunder, either in Construction Manager's relations with third parties contractors, consultants or subcontractor, or in any other manner whatsoever. Construction Manager shall perform its services as an independent contractor and shall have responsibility for and control over the details of and means for performing the services assigned and shall be subject to the directions of the only with respect to the scope of services and the general results required.

§ 11.19. Indemnification.
Construction Manager agrees to indemnify and hold harmless the Owner, its employees and elected and appointed officials and officers, from all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts to be selected by the Owner) arising out of or resulting from the performance or nonperformance of the Work or services provided within the scope of this Agreement or relating to this Agreement in any manner to the extent same is caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Construction Manager or persons employed or utilized by the Construction Manager in the performances of any services or Work rendered under this Agreement. If the type of service or Work being performed under this Agreement requires a maximum monetary limit of indemnification under general law, then the maximum limit under this section and other indemnifications contained within this Agreement shall be two million dollars ($2,000,000.00) per occurrence, which the Owner and the Construction Manager agree bears a commercially reasonable relationship to this Agreement; otherwise, there is no maximum limit of indemnification. The indemnification obligation set forth

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act. In the event these indemnification provisions or any other indemnification provision of this Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the Owner and the Owner's employees and elected and appointed officials and officers. The provisions of this section shall survive termination, cancellation, or expiration of this Agreement, and shall not be limited by reason of any insurance coverage.

§ 11.20 Severability.
If any word, sentence, phrase, clause, section, or subsection of this Agreement is fully and finally determined by a court of competent jurisdiction to be invalid or unconstitutional, then such portion shall be deemed separate and independent provision and such holding shall not affect the validity or enforceability of the remaining provisions of this Agreement.

§ 11.21 Liquidated Damages.
Owner and Contractor recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the Work is not substantially complete in the time specified in Section 2.3.1.2. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **$2,800.00** (Two Thousand Eight-Hundred Dollars) for each day that expires after the time specified in Section 2.3.1.2 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the Owner would suffer. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in Substantial Completion.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007 as modified, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

AIA Document E203 – 2013, Building Information Modeling and Digital Data Exhibit

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit "A" – Form Guaranteed Maximum Price Amendment
Exhibit "B" – Preconstruction Phase Hourly Rates Exhibit
Exhibit "C" – Certificate of Insurance

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

Init.
/
AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

DocuSigned by:
Steve Leary
D83F936A0393492...
OWNER *(Signature)*

Steve Leary Mayor
(Printed name and title)

DocuSigned by:
A705E91554134500...
CONSTRUCTION MANAGER *(Signature)*

Jim Ellspermann Vice President/DM
(Printed name and title)

AIA Document A133™ – 2009 (formerly A121™CMc – 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:14:30 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA1C)

DocuSign Envelope ID: C2A53501-2C9B-49DD-AF47-CF969E84EC1E

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
A new Winter Park Public Library, Event Center and Parking Facility to be located at approximately the location of the existing Civic Center located at 1050 West Morse Boulevard, Winter Park, Florida 32789

THE OWNER:
(Name, legal status and address)
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

THE ARCHITECT:
(Name, legal status and address)
HuntonBrady Architects
800 North Magnolia Avenue, Suite 600
Orlando, Florida 32803
Telephone No.: 407-839-0886
Facsimile No.: 407-839-1709

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

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes: (3B9ADA17)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

(3B9ADA17)

INDEX
(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5.1, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, The
1.1.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3.1, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:
(3B9ADA17)

1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.3
Insurance, Stored Materials

(Paragraph Deleted)

9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy

(Paragraph Deleted)

9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:
(3B9ADA17)

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 4.5, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Loss of Use Insurance
11.3.3
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2.1, 9.3, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:
(3B9ADA17)

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6

(Paragraph Deleted)

Specifications, The
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.4.5, 11.3.7
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, 11.3.7
Warranty

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, 13.3, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and the Construction Manager as Contractor as set forth in AIA Document A133-2009 as amended by the Owner (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements. To the extent this AIA Document A201-2007 conflicts with any other portion or provision of the other Contract Documents, then those portions of the Contract Documents shall control.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.1.1 If any provision of the Contract Documents or their application to any person or circumstance shall be finally held by a court of competent jurisdiction to be invalid or enforceable, it shall not affect the remainder of the Contract Documents or their application. Each remaining provision of the Contract Documents shall be valid and enforceable to the fullest extent permissible by law.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Additionally, references or titles of divisions, sections, and articles are for organizational purposes only and shall not be construed as an interpretative aide of this Agreement.

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

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

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. Notwithstanding the preceding, such referenced materials may, in accordance with Florida law, be subject to public examination and inspection in accordance with chapter 119, Florida Statutes. Authorship or ownership as referenced herein shall not excuse or otherwise constitute inherent trade secret or other protections pursuant to federal or Florida law. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM AND BUILDING INFORMATION MODELING
§1.6.1 DEFINITIONS.
§1.6.1.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Agreement as the "Model," which term may be used herein to describe a Model Element or a single model or multiple models used in the aggregate.

§1.6.1.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§1.6.1.3 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Agreement.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§1.6.1.4 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model. The format of Digital Data must be in accordance and compatible with existing Owner programs and formats unless agreed otherwise in writing by the Owner.

§1.6.1.5 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

§1.6.2.1 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Agreement, and nothing contained in this Agreement conveys any other right to use the Digital Data. Notwithstanding the preceding, such Digital Data may, in accordance with Florida law, be subject to public examination and inspection in accordance with chapter 119, Florida Statutes. Authorship or ownership as referenced herein shall not excuse or otherwise constitute inherent trade secret or other protections of Digital Data pursuant to federal or Florida law.

§1.6.2.2 As soon as practical following execution of the Agreement, the Parties may further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§1.6.2.3 The Parties do not intend to use a centralized electronic document management system on the Project.

§1.6.3 Building Information Modeling. The Parties may utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. All Parties to this Agreement shall include such a similar disclaimer in any agreement with any other Project Participant.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the

(Paragraph Deleted)

Contract. The Owner shall furnish such evidence as a condition precedent to commencement of the Work Thereafter, following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require in accordance with Florida's Local Government Prompt Payment Act (chapter 218, Florida Statutes, part VII); (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work, which proper precautions include but are not limited to, site inspections, examinations, and testing.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to promptly correct Work to Owner's reasonable satisfaction that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Additionally, Owner may request Contractor immediately stop work for any reason upon giving fifteen (15) days written notice to the Contractor.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

Init. / **AIA Document A201™ – 2007.** Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

(3B9ADA17)

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in in response to the Contractor's notices or requests for information pursuant to Section 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted during the Project, including any increases in such taxes that may be assessed after execution of this Agreement, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction, including payment of the Owner's attorneys' fees and expert's fees and costs incurred in any lawsuit, claim, cause, or demand relating to same.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of work or services beyond or in addition to the original Work or Scope of Services of this Agreement, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. Notwithstanding the preceding, nothing contained in this subsection shall be construed or interpreted as authorizing, allowing, or acting as a waiver of any no damages for delay provisions provided herein or in the Contract Documents.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burialmarkers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and/or Contract Time arising from the existence of such remains or features may be made as provided in Article 15 to the extent such adjustments require work or services beyond or in addition to the original Work or Scope of Services of this Agreement. Notwithstanding the preceding, nothing contained in this subsection shall be construed or interpreted as authorizing, allowing, or acting as a waiver of any no damages for delay provisions provided herein or in the Contract Documents.

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:
(3B9ADA17)

properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor, including payment of the Owner's attorneys' fees and expert's fees and costs incurred in any lawsuit, claim, cause, or demand relating to same..

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

(Paragraphs Deleted)

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2

Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. All separate contractors, prior to commencing work at the Project, shall provide Contractor with a current certificate of insurance showing coverages in at least the same amounts as required by this Agreement and naming Contractor as an additional insured. Additionally, all separate contractors shall abide by the terms of Contractor's Project safety requirements.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either of them, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions, or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. In the event of a "Force Majeure Event" or an Owner or Architect active interference in the Work and after fourteen (14) calendar days of such delay, the Contract Sum shall be increased to the extent of Contractor's general conditions costs actually incurred (less any insurance reimbursements related to such delay received by Contractor) for each additional day that Contractor is delayed after fourteen (14) calendar days of delay as the Architect may determine. Such general conditions cost shall not exceed the General Conditions Per Diem defined in the GMP (which amount is expected to be approximately $2,800 per day). For the purposes of this Section, a "Force Majeure Event" shall mean: (i) an act of God (such as, but not limited to, hurricane, tornado, explosions, sinkhole, earthquakes, tidal waves and floods); (ii) war, hostilities (whether war be declared or not), invasion, or act of foreign enemies; or (iii) acts or threats of terrorism.
Except for the right of the Contractor to recover additional general conditions costs as set forth in this Section, the Contractor expressly agrees not to make, and hereby waives (and shall cause its Subcontractors to similarly agree not to make, and to waive), any claim for costs, losses, damages or expenses on account of any delay, obstruction, impact or hindrance for any cause whatsoever, including, without limitation, consequential damages, lost opportunity costs, actual or alleged loss of efficiency or productivity, home office overhead, extended overhead, impact damages, cumulative impact, ripple effect or other similar remuneration. The Owner's exercise of any of its rights under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference, hindrance, or obstruction with the Contractor's performance of the Work. Contractor shall not be entitled to add overhead and profit to any additional general conditions costs recoverable under this section.
§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 No Damages Against Owner for Delay. Notwithstanding any other provisions of this Agreement, Contractor's exclusive remedy for delays, impacts, mobilization, demobilization, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond Contractor's and its employees', subconsultants' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the Owner or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of time under this Agreement. Without limiting the foregoing, Contractor shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred. In no event shall the Owner's liability under this Agreement exceed the compensation that the Owner is required to pay to Contractor for services under this Agreement.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as

Init. /

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Prior to the Owner making the first payment under this Agreement, the Contractor shall share certain instructions, including wire transfer and bank routing information, with the Owner in order establish a secure system for processing and verifying any payments. Once the Contractor has shared such instructions and the system for processing payments has been established, the Owner agrees to make payments strictly in accordance with those instructions. Any change to such instructions must be mutually agreed upon in writing and confirmed by a telephone conversation with a corporate officer of the Contractor.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that such payment shall not be construed as or constitute a waiver of claims.

§ 9.10.4
(Paragraphs Deleted)

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including, but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, or if the Contractor encounters microbial growth, the Contractor shall , upon recognizing the condition, immediately stop Work in the area affected and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be removed and/or rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum may be increased for additional services or work performed by Contractor outside the original Work or Scope of Services of this Agreement. Notwithstanding the preceding, nothing contained in this subsection shall be construed or interpreted as authorizing, allowing, or acting as a waiver of any no damages for delay provisions provided herein or in the Contract Documents.

§ 10.3.3 The Owner shall not be responsible under Section 10.3 for materials or substance brought to the site by the Contractor.

§ 10.3.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

(Paragraph Deleted)

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims the extent caused by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims to the extent caused by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Work. This insurance shall include interests of the Owner, the Contractor, and all tiers of subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

(Paragraph Deleted)

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until Final Completion of the Work; this insurance shall include interests of the Owner, Contractor, Subcontractors and all tiers of subcontractors in the Work.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4
If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.5 Before an exposure to loss may occur, the Contractor shall provide to the Owner the certificate of insurance that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled until at least 30 days' (10 days for cancellation due to non-payment of premium) prior written notice has been given to the Contractor.

§ 11.3.6 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 property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor. 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. All waivers under this article shall survive termination or completion of the Contract.

§ 11.3.7 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor and made payable to the Contractor, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.8 If required in writing by a party in interest, the Contractor shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.9 The Contractor shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Contractor shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Contractor shall have the right to implement a Subcontract Default Protection Program, which shall, at Contractor's sole discretion, be used to procure payment and performance bonds, enroll the subcontractor or vendor in a default insurance program, or self-insure the risk.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense..

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor an express written acceptance of the specific condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the state of Florida.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs shall be at the Contractor's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents and in accordance with the provisions of Florida's local government prompt payment act as set forth in chapter 218, Florida Statutes, shall bear interest at the rate of one (1) percent per month.

(Paragraphs Deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

(3B9ADA17)

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§15.1.2. TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.4 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.5 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 WEATHER DELAYS If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.5.2.1 The Project Schedule is based on the assumption that Contractor shall be able to perform work on the critical path six (6) days per Work Week. The Work Week shall be defined as Monday through Saturday. The Work Week and the days assumed whereby work can be performed shall be reduced by any Contractor holidays, as defined in the Contractor's Employee Handbook.

§ 15.1.5.2.2 In the event of Contractor cannot perform five days of work on the critical path during a Work Week due to one or more Weather Events, Contractor shall be entitled to an extension of the Contract Time.

§ 15.1.5.2.3 At the end of each month, Contractor may make a claim for Weather Event delays in accordance with this Article 15 of the General Conditions. Any claims for Weather Event delays not made in accordance with Article 15 shall be deemed waived by the Contractor.

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.

User Notes:

§ 15.1.6 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render a non-binding initial decision recommending approval or rejection of the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision..

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to filing suit or legal proceeding.

§ 15.3.2 Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the Owner shall select the mediator who, if selected solely by the Owner, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until: (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:03:25 on 12/20/2017 under Order No. 3674432275 which expires on 09/27/2018, and is not for resale.
User Notes:

AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

A new Winter Park Library, Event Center and Parking Facility to be located at approximately the location of the existing Civic Center located at 1050 West Morse Boulevard, Winter Park, Florida 32789

THE OWNER:
(Name, legal status and address)

City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Brasfield & Gorrie, L.L.C.
941 West Morse Blvd., Suiite 200
Winter Park, Florida 32789

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

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

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

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed _____ ($ _____), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2002 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law a[illegible]orized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and crimi[illegible]d to the maximum extent possible under the law. This document was produced by AIA software at 07:19:19 on [illegible]8314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA28)

Init.
/

Exhibit
"A"

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

Item	Price ($0.00)

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

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

Document	Title	Date	Pages

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

Section	Title	Date	Pages

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

Number	Title	Date

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

ARTICLE A.2
§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

Init.
/
AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:19:19 on 12/20/2017 under Order No. 9501588314 which expires on 05/23/2018, and is not for resale.
User Notes: (3B9ADA28)

DocuSign Envelope ID: C2A53501-2C9B-49DD-AF47-CF969E84EC1E

BRASFIELD & GORRIE

PRECONSTRUCTION EXTENSION PROJECTION

Winter Park Library & Events Center

10/20/2017

SUMMARY OF SPREADSHEET TABS

Description	Total
Monthly Extenion of project meetings and ongoing Value Analysis	$14,580
Cost if additional CD pricing round required	$66,700
TOTAL	$81,280

Exhibit "B"

DocuSign Envelope ID: C2A53501-2C9B-49DD-AF47-CF969E84EC1E

BRASFIELD & GORRIE

Project: PRECONSTRUCTION EXTENSION PROJECTION

Date: 10/24/2017

Preconstruction Cost Worksheet--2017

Weeks

Interim VA & Ongoing Project Meetings Monthly Cost

Salary Personnel--Hourly Rates	Quantity	Hourly Rate	Hrs/Week	# Weeks				Total
Estimating Admin. Assistant	1	$50.00	0					$0
Estimator 1	1	$80.00	8	4				$2,560
Estimator 2	1	$90.00	8	4				$2,880
Senior Estimator	1	$100.00	8	4				$3,200
Senior Estimator Design Meetings	1	$100.00	3	4				$1,200
Chief Estimator	1	$120.00	3	4				$1,440
Regional VP-Pre-Con Director	1	$150.00	3	4				$1,800
Corporate Precon Director		$155.00						$0
MEP Coordinator		$130.00		4				$0
BIM Manager		$85.00						$0
Scheduling Manager	1	$125.00	3	4				$1,500
Marketing Director		$65.00						$0
Marketing Coordinator		$55.00						$0
Marketing Assistant		$45.00						$0
Drawings	**Sets**	**Rate**	**#Pages/Set**					**Total**
Drawings - ISQFT (Must Fill In LS Number in Rate)	0	$500.00	1					$0
Specs & Plans	0	$0.05	200					$0
CD's		$10.00						$0
Shipping		$10.00	1					$0
Total Drawings								$0
Travel/Expenses	**Dist to Site**	**Rate**	**#Trips**	**#Days/Trip**				**Total**
Mileage	0	$0.55	0					$0
Flights		$300.00						$0
Hotels		$150.00						$0
Rental Cars		$75.00						$0
Meals & Entertainment		$100.00						$0
Total Travel								$0
Preconstruction Overhead	**# Months**	**Rate**						**Total**
B&G Printer/Copier		$150.00						$0
Computing Equipment		$350.00						$0
Office								$0
Total Overhead								$0
SUB TOTAL							$0	$14,580
						Labor Burden	35.00%	$0
							Sub Total	$14,580
						Fee	0.00%	$0
						GRAND TOTAL		$14,580

DocuSign Envelope ID: C2A53501-2C9B-49DD-AF47-CF969E84EC1E

BRASFIELD & GORRIE

Project: PRECONSTRUCTION EXTENSION PROJECTION

Date: 10/24/2017

Preconstruction Cost Worksheet--2018

Weeks

100% Construction Documents Design Estimate

Hourly Personnel		**Quantity**	**Hourly Rate**	**Hrs/Week**	**# Weeks**			**Labor Total**	**Total**
	Co-op / Intern		$40.00					$0	$0
Salary Personnel--Hourly Rates		**Quantity**	**Hourly Rate**	**Hrs/Week**	**# Weeks**				**Total**
	Estimating Admin. Assistant	1	$50.00	5	5				$1,250
	Estimator 1	2	$85.00	30	5				$25,500
	Estimator 2	1	$95.00	30	5				$14,250
	Senior Estimator	1	$105.00	30	5				$15,750
	Senior Estimator - Design Meetings	1	$105.00	8	5				$4,200
	Chief Estimator		$125.00						$0
	Regional VP-Pre-Con Director	1	$155.00	2	5				$1,550
	MEP Coordinator		$135.00						$0
	BIM Manager	1	$90.00	10	1				$900
	Scheduling Manager	1	$130.00	10	2				$2,600
	Marketing Director		$70.00						$0
	Marketing Coordinator		$60.00						$0
	Marketing Assistant		$50.00						$0
Drawings		**Sets**	**Rate**	**#Pages/Set**					**Total**
	Drawings - ISQFT (Must Fill In LS Number in Rate)	1	$500.00	1					$500
	Specs & Drawings	8	$0.05	500					$200
	CD's		$10.00						$0
	Shipping		$10.00	1					$0
	Total Drawings								**$700**
Travel/Expenses		**Dist to Site**	**Rate**	**#Trips**	**#Days/Trip**				**Total**
	Mileage	0	$0.55	0					$0
	Flights		$300.00						$0
	Hotels		$150.00						$0
	Rental Cars		$75.00						$0
	Meals & Entertainment		$100.00						$0
Preconstruction Overhead		**# Months**	**Rate**						**Total**
	B&G Printer/Copier		$150.00						$0
	Computing Equipment		$350.00						$0
	Other								$0
	Total Overhead								**$0**
	SUB TOTAL							**$0**	**$66,700**
							Labor Burden	35.00%	$0
								Sub Total	$66,700
							Fee	0.00%	$0
							GRAND TOTAL		**$66,700**

DocuSign Envelope ID: C2A53501-2C9B-49DD-AF47-CF969E84EC1E

BRASFIELD & GORRIE

1/2017-7/2017

Salary Personnel--Hourly Rates	
Estimating Admin. Assistant	$50
Estimator 1	$80
Estimator 2	$90
Senior Estimator	$100
Chief Estimator	$120
Regional VP-Pre-Con Director	$150
MEP Coordinator	$130
BIM Coordinator	$85
Scheduling Coordinator	$125
Salary Personnel--Weekly Rates	
Regional Operations Manager	$5,600
Division Manager	$5,600
Senior Superintendent	$4,800
Superintendent	$3,800
General Superintendent	$5,600

7/2017-1/2018

Salary Personnel--Hourly Rates	
Estimating Admin. Assistant	$50
Estimator 1	$85
Estimator 2	$95
Senior Estimator	$105
Chief Estimator	$125
Regional VP-Pre-Con Director	$155
MEP Coordinator	$135
BIM Coordinator	$90
Scheduling Coordinator	$130
Marketing Director	$70
Marketing Coordinator	$60
Marketing Assistant	$50
Salary Personnel--Weekly Rates	
Regional Operations Manager	$5,800
Division Manager	$5,800
Senior Superintendent	$5,000
Superintendent	$4,000
General Superintendent	$5,800

BRAS&GO-01 RDAVIS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2017

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

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

PRODUCER
HRA Risk Services, LLC
3016 7th Avenue South
Birmingham, AL 35233

CONTACT NAME:
PHONE (A/C, No, Ext): (205) 879-1945 FAX (A/C, No): (205) 879-1946
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company	25658
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : The Travelers Indemnity Company of America	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brasfield & Gorrie, L.L.C.
P.O. Box 10383
Birmingham, AL 35202

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual X Includes X, C, U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			VTC2K-CO-7852B663-IND-17	07/01/2017	07/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 50,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			VTC2J-CAP-5449B876-TIL-17	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			VTSMJ-CUP-5800B505-TIL-17	07/01/2017	07/01/2018	EACH OCCURRENCE AGGREGATE Aggregate	$ 10,000,000 $ $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		VTC2H-UB-3D450508-TIA-17	07/01/2017	07/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: New Library and Events Center, 1050 W. Morse Blvd., Winter Park, FL 32980
City of Winter Park is named as additional insured as respects general liability and auto liability, as required by written contract.

CERTIFICATE HOLDER

City of Winter Park
401 South Park Ave
Winter Park, FL 32789

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
...o are registered marks of ACORD

Exhibit "C"

DocuSign Envelope ID: C2A53501-2C9B-49DD-AF47-CF969E84EC1E

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the day of in the year is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

16078 - Winter Park Library
A new Winter Park Public Library, Event Center and Parking ~~Garage~~ Facility to be located at approximately the location of the existing Civic Center located at 1050 W. Morse Blvd, Winter Park FL ~~32890~~ 32789

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

3 DIGITAL DATA PROTOCOLS

4 BUILDING INFORMATION MODELING PROTOCOLS

5 OTHER TERMS AND CONDITIONS

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form. All Consultants are to comply with requirements in HuntonBrady Consultant Guidelines. Where these guidelines conflict with provisions of G202-2013, HuntonBrady Consultant guidelines take precedent unless otherwise agreed in writing.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:13:04 on 04/25/2017 under Order No.6193695680_1 which expires on 11/03/2017, and is not for resale.
User Notes: (1883595580)

Exhibit "D"

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:13:04 on 04/25/2017 under Order No.6193695680_1 which expires on 11/03/2017, and is not for resale.
User Notes:

(1683695680)

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project *(Indicate Applicable or Not Applicable)*	Location of Detailed Description *(Section 3.1.1 below or in an attachment to this exhibit and identified below)*
Project Agreements and Modifications		
Project communications		
Architect's pre-construction submittals		
Contract Documents		
Contractor's submittals		
Subcontractor's submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Init.

/

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:13:04 on 04/25/2017 under Order No.6193695680_1 which expires on 11/03/2017, and is not for resale.
User Notes:

(1803695680)

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use
§ 3.4.1 Prior to Establishment of Digital Data Protocols
If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols
Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management
§ 3.5.1 Centralized electronic document management system use on the Project shall be:
(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

[ ]The Parties intend to use a centralized electronic document management system on the Project.

[X] The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:13:04 on 04/25/2017 under Order No.6193695680_1 which expires on 11/03/2017, and is not for resale.
User Notes:

(1883595689)

management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.
(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant	Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[X] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[ ]The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
Architectural	HuntonBrady Architects
Structural	Structural Engineer of Record
Mechanical, Electrical, Plumbing and Fire Protection	MEPFP Engineer of Record

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

As agreed upon in writing by all parties

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.
(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

As agreed upon in writing by all parties

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

.1 Identification of the Model Element Authors;
.2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
.3 Identification of the required LOD of each Model Element at each identified Project milestone;
.4 Identification of the construction classification systems to be used on the Project;
.5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;

Init. AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:13:04 on 04/25/2017 under Order No.6193695680_1 which expires on 11/03/2017, and is not for resale.
User Notes: (1883595580)

.6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
.7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
.8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
.9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

None Identified

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
General Contractor	Construction

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:
.1 Model origin point, coordinate system, precision, file formats and units
.2 Model file storage location(s)

Init.

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:13:04 on 04/25/2017 under Order No.6193695680_1 which expires on 11/03/2017, and is not for resale.
User Notes:

(1883595589)

.3 Processes for transferring and accessing Model files
.4 Naming conventions
.5 Processes for aggregating Model files from varying software platforms
.6 Model access rights
.7 Identification of design coordination and clash detection procedures.
.8 Model security requirements
.9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 **Ongoing Responsibilities.** The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

.1 Collect incoming Models:
  .1 Coordinate submission and exchange of Models
  .2 Create and maintain a log of Models received
  .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
  .4 Maintain a record copy of each Model file received
.2 Aggregate Model files and make them available for Authorized Uses
.3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
.4 Manage Model access rights
.5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 **Model Archives.** The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

None Identified

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

Stored on HuntonBrady Architects Servers

§ 4.9 **Post-Construction Model.** The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.
(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project *(Applicable or Not Applicable)*	Responsible Project Participant	Location of Detailed Description of Requirements and Services *(Section 4.10 below or in an attachment to this exhibit and identified below)*
§ 4.9.1 Remodeling			
§ 4.9.2 Wayfinding and Mapping			
§ 4.9.3 Asset/FF & E Management			
§ 4.9.4 Energy Management			
§ 4.9.5 Space Management			
§ 4.9.6 Maintenance Management			

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

Init.
/

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:13:04 on 04/26/2017 under Order No.6183695680_1 which expires on 11/03/2017, and is not for resale.
User Notes:

(1883595589)

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Init.

/

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:13:04 on 04/25/2017 under Order No.6193695680_1 which expires on 11/03/2017, and is not for resale.
User Notes:

(1863595589)

Winter Park Canopy Project
Cost Management Log Based Upon 1-13-20 Commission Meeting
21-Jan-20

	DESCRIPTION	BID COST	ACCEPTED	REJECTED	STAFF COMMENTS
	BASE CONSTRUCTION DOCUMENTS VALUE PER B&G 12/10/19	$ 35,463,760			See Note below.
	SOFT COSTS AND NON-CONSTRUCTION COSTS PER PIZZUTI	$ 7,609,596			
	Total	$ 43,073,356			
	BID ALTERNATES ASKED FOR BY COMMISSION/STAFF:				
BB-1.00	PARALLEL PARKING ALONG HARPER	$ 129,697	$ 129,697		Staff believes these spaces are important to have.
BB-2.00	ADDITIONAL 28 SPACES ON SITE BY POND	$ 183,750		$ 183,750	Would require filling in pond on west side and digging out more in other locations. This can always be added later if needed.
	COST SAVING ALTERNATES				
A-7.00	REVERSE GLAZING SYSTEM TO STANDARD INSTALLATION BY WTG	$ (46,721)		$ (46,721)	This would have a big impact on the way the light reacts to the glass. Important to the design architect.
A-9.00	PROVIDE STANDARD FINISH ON ALL VERTICAL CONCRETE	$ (331,043)		$ (331,043)	Moved from accepted to rejected by the city commission
A-10.00	OWNER TO PERFORM DEMUCKING SCOPE OF WORK IN LIEU OF B&G	$ (311,838)	$ (311,838)		$199,957 moved out of GMP to city side of budget for self performance
	DELETE RIGID INCLUSIONS	$ (238,119)	$ (238,119)		Part of demucking above
	DEMUCKING ADD TO CITY BUDGET		$ 199,957		City Budget for demucking
A-12.00	ELIMINATE PRECAST BENCH AROUND PLINTH AND INSTALL MORE TRADITIONAL TYPE BENCHES	$ (155,235)		$ (155,235)	Moved from accepted to rejected by the city commission
A-13.00	REPLACE SLOT DRAIN AT PERIMETER OF LIBRARY & EVENT CENTER WITH AN INLET SYSTEM	$ (26,219)	$ (26,219)		Functions the same and is out of sight either way.
A-16.00	REMOVE SITE FURNISHINGS FROM B&G BUDGET AND HAVE OWNER PROVIDE DIRECTLY	$ (60,000)	$ (60,000)		The entire $60k will come out of the B&G budget and $30k will be moved to the city side of the budget to acquire site furnishings.
	SITE FURNISHINGS ADD TO CITY BUDGET		$ 30,000		See above
A-18.00A	DELETE PERVIOUS PAVERS AND PROVIDE ASPHALT	$ (682,948)		$ (682,948)	CRA funding was provided for this item.
A-22.00	PROVIDE AWI CERTIFICATION AND LABELS FOR ALL MILLWORK PRODUCTS	$ 54,709		$ 54,709	Only needed if going for Leed Certification
A-24.00	REPLACE OCULUS WITH ROOFING AND EIFS	$ (60,589)		$ (60,589)	Moved from accepted to rejected by the city commission
A-27.00	REDUCE POND RESHAPING SCOPE OF WORK	$ (92,779)	$ (92,779)		
A-29.00	PROVIDE ALTERNATE PAVER MATERIAL	$ (7,331)		$ (7,331)	Savings not enough to change what was specified.

A-30.00		DELETE THE SKYLIGHT AND FILL IN STRUCTURE	$ (26,698)		$ (26,698)	Deleting the skylight would also reduce the natural light at the stairwell.
A-32.00		PROVIDE ALTERNATE LIGHT FIXTURE PACKAGE	$ (76,592)		$ (76,592)	Moved from accepted to rejected by the city commission
A-33.00		ELIMINATE THE EXTRUDED ALUMINUM SPECIAL PROFILE AT THE PORTALS	$ (43,767)		$ (43,767)	Moved from accepted to rejected by the city commission
A-35.00		DELETE THE DYE FROM THE FLOOR POLISHING SCOPE	$ (3,873)		$ (3,873)	Savings not worth the sacrifice in look.
A-36.00		DELETE THE ALUMINUM AND GLASS FOLDING PANEL SYSTEM AT THE COMPUTER LAB AND MAKER SPACE	$ (50,879)		$ (50,879)	This would have an operational impact on the use of those spaces.
A-37.00		REVISED ALL GLASS STOREFRONT SYSTEM AND PROVIDE ALUMINUM FRAME STOREFRONTS SIMILAR TO KAWNEER TRI-FAB 500	$ (72,161)		$ (72,161)	The team believes this would have a significant impact on the look of these walls so staff rejected this reduction.
A-38.00		PROVIDE CARPET TILE AT THE SECOND LEVEL OF THE LIBRARY IN LIEU OF POLISHED CONCRETE	$ (25,166)		$ (25,166)	This would not only have an impact on the design intent, it would be an ongoing maintenance issue.
A-39.00		DELETE MOTORIZED RETRACTABLE ACOUSTIC BANNERS IN MEETING ROOM AND TEEN/TWEEN ROOM	$ (82,993)	$ (42,993)	$ (40,000)	We left $40k in to install a non-motorized visual separation between teen/tweens
A-40.00		DELETE RULON AND PROVIDE PAINTED GYP BOARD ABOVE BOOK SHELVING NICHES AT THE 2ND LEVEL OF THE LIBRARY	$ (15,428)		$ (15,428)	Would have a significant impact on the quality of the space. Also, Rulon adds an acoustic benefit.
A-41.00		DELETE RULON AND PROVIDED TECTUM AT THE MEETING ROOM 1.133 IN THE LIBRARY	$ (50,879)		$ (50,879)	Would have a significant impact on the quality of the space. Also, Rulon adds an acoustic benefit.
A-43.00		DELETE THE STEEL PLATE GUARDRAIL AND PROVIDE PAINTED GYP BOARD WITH A WOOD CAP AT THE 2ND LEVEL OPENING	$ (16,276)		$ (16,276)	Rejected due to durability reasons.
A-47.00		REDUCE QUANTITY OF FIXTURE TYPE TS (IN-GRADE UPLIGHTS) ALONG THE PERIMETER OF THE LIBRARY BY HALF	$ (21,883)		$ (21,883)	This would impact the lighting of the building which is a signature of the design architect.
A-48.00		REDUCE QUANTITY OF FIXTURE TYPE TV (IN-BENCH UPLIGHTS) ALONG THE PERIMETER OF THE PLINTH BY HALF	$ (5,471)		$ (5,471)	Savings not enough to offset loss of function.
A-50.00		REMOVE EITHER SF OR TG FIXTURES FROM MONUMENT SIGN	$ (3,283)		$ (3,283)	Savings not enough to offset loss of function.
A-52.00		REDUCE FOOD SERVICE ALLOWANCE BASED UPON QUOTES	$ (45,874)	$ (45,874)		This is on the non B&G side of the budget. Based upon our quotes we can reduce the kitchen budget by this amount.
A-55.00		WAIVE OR HAVE WATER/SEWER FUND PAY CAPACITY FEES	$ (150,000)	$ (150,000)		Per the City Attorney, the Commission can waive this fee.
Various		See Note below	$ (749,114)	$ (749,114)		See Note below
	TOTAL ACCEPTED			$ (1,357,282)		
	TOTAL PENDING					
	TOTAL REJECTED				$ (1,497,764)	
	BASE CONSTRUCTION AND SOFT COSTS LESS ACCEPTED ALTERNATES		$ 43,073,356	$ 41,716,074		
	TOTAL BUDGET - INCLUDING PERVIOUS PAVERS		$ 41,167,865	$ 41,167,865		
	VARIANCE TO TARGET		$ 1,905,491	$ 548,209		

Guaranteed Maximum Price to Brasfield & Gorrie for construction	$ 34,072,395	$ 34,639,621
Soft Cost and other non-construction costs	$ 7,413,722	
City Budget for Self-perform items	$ 229,957	
	$ 41,716,074	

Note:

After the bids came in the entire project team met to discuss items that were in the bid documents that could be altered without significantly impacting quality, design, durability on ongoing operations. This document lists all of the items the team came up with for consideration. This line item was the easier items to accept from that list. The details that make up this list can be seen on the Brasfield & Gorrie Cost Management Log in their GMP document. The following items make up this line item: A-2.00, A-3.00, A-4.00, A-5.00, A-6.00, A-8.00, A-11.00, A-14.50, A-15.00, A-17.00, A-20.00, A-23.00, A-25.00, A-28.00, A-31.00, A-42.00 and A-51.00.

CONSTRUCTION DOCUMENTS GMP PROPOSAL
WINTER PARK LIBRARY AND EVENT CENTER
1.16.2020

Exhibit D

BRASFIELD & GORRIE
GENERAL CONTRACTORS

CONTENTS

SECTION 1 | SCHEDULE OF VALUES

SECTION 2 | COST MANAGEMENT LOG

SECTION 3 | CLARIFICATIONS

SECTION 4 | SCHEDULE

SECTION 5 | DRAWING LOG

1

Schedule of Values

EXECUTIVE SUMMARY

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park
Winter Park, FL
Construction Documents 1/16/20

Project Breakdown	Current Budget 1.16.20
BUILDING CONSTRUCTION & SITEWORK:	
SITEWORK & HARDSCAPE	$4,969,967
LIBRARY	$14,149,496
EVENT CENTER	$7,320,103
ROOFTOP VENUE	$1,811,961
PORTE COCHERE	$1,528,136
AMPHITHEATRE	$860,784
SUBTOTAL	**$30,640,447**
GENERAL REQUIREMENTS:	
GENERAL CONDITIONS	$1,938,735
PRECONSTRUCTION	See Pizzuti Budget
PERMITS	$0
CONTRACTOR INSURANCE & RISK MANAGEMENT	$1,248,300
ESCALATION	$0
FEE	$1,575,760
ESTIMATING CONTINGENCY	$0
CM CONTINGENCY	$335,518
ANTICIPATED SALES TAX SAVINGS	($275,000)
TOTAL BUILDING & SITE CONSTRUCTION	**$35,463,760**
Total Accepted VE Options (1.16.20)	**($1,391,365)**
REVISED TOTAL CONSTRUCTION VALUE	**$34,072,395**

SCHEDULE OF VALUES | SITE & HARDSCAPE

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park

Winter Park, FL

Construction Documents 1/16/20

CSI	Item of Work	Current Budget 1.16.20
160	Temporary Measures	$41,967
180	Cleanup & Dumpsters	$26,971
190	Equipment & Hoisting	$22,642
200	Building Demolition	By Owner
225	Site Demo & Clearing	$97,068
229	Erosion Control	$17,826
230	Earthwork & Grading/Pond Reshaping	$695,211
231	Berms	$0
232	Unsuitable Soils Removal / Demucking Allowance	$180,000
240	Site Storm Drainage	$200,176
245	Site Domestic & Fire Water	$82,485
255	Site Sanitary Sewer	$42,116
260	Site Gas	$0
265	Paving & Curbs	$144,859
267	Offsite Improvements and Parking Lots	$0
268	Extend Existing Bridge Allowance	$100,000
270	Concrete Hardscape	$431,492
280	Pervious Pavers	$1,059,214
282	Site Furnishings	$100,601
285	Landscaping & Irrigation	$502,350
291	Site Signage	$23,275
283	Plinth Wall Concrete Bench	$202,000
285	Auger Cast Pile for Concrete Retaining Wall	$134,000
295	Rigid Inclusions	$217,625
300	Plinth Wall	$235,535
305	Architectural Precast	$0
400	Dumpster Enclosure	$35,225
500	Stair Railings	Included Above
700	Waterproofing	$8,750
1020	Fabric Awning Structures - Not Included	$0
1600	Site Lighting	$368,579
1700	Technology	By Owner
	Subtotal	**$4,969,967**
	Totals	**$4,969,967**

SCHEDULE OF VALUES | EVENT CENTER

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park

Winter Park, FL

Construction Documents 1/16/20

CSI	Item of Work	Current Budget 1.16.20
180	Cleanup & Dumpsters	$59,582
190	Equipment & Hoisting	$43,257
300	Concrete Foundations	See Concrete Frame
300	Concrete Frame	$725,100
305	Architectural Precast	$1,106,262
400	Masonry	$0
500	Structural & Misc. Steel	$1,230,599
510	Ornamental Metals	$0
600	Rough Carpentry	$3,332
610	Millwork/Finish Carpentry	$402,992
700	Waterproofing/Caulking	$14,643
701	Expansion Joints	$0
720	Spray Fireproofing/Intumescent Fireproofing	$0
740	Rooftop Metal Screenwall	$21,260
750	Roofing	$343,500
800	Doors/Frames/Hardware	$34,188
810	Fire Doors/Smoke Evacuation Allowance - Not Included	$0
820	Exterior Glass & Glazing	$539,800
825	Revolving Glass Entry Doors - Not Included	$0
830	Interior Glass & Glazing	$18,400
900	EIFS/Stucco	$0
920	Framing & Drywall	$771,770
925	Acoustical Plaster/Spray Insulation	$46,959
930	Floor & Wall Tile	$38,000
931	Resinous Kitchen Floor	$28,776
950	Polished Concrete Floors	$45,536
960	Carpeting	$0
970	Acoustical	$67,600
990	Painting	$45,100
1000	Specialties	$48,626
1010	Signage	$4,411
1020	Exterior Canopies	$0
1030	Operable Partitions	$0
1100	Install Owner Equipment - Not Included	$0
1110	Loading Dock Equipment - Not Included	$0
1140	Food Service Equipment	By Owner
1200	Window Treatments	$0
1400	Elevators	$0
1530	Fire Protection	$43,000
1540	Plumbing	$370,565
1550	HVAC	$726,800
1600	Electrical	$540,045
1700	Technology	By Owner
	Subtotal	**$7,320,103**
	Totals	**$7,320,103**

SCHEDULE OF VALUES | PORTE COCHERE

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park

Winter Park, FL

Construction Documents 1/16/20

CSI	Item of Work	Current Budget 1.16.20
180	Cleanup & Dumpsters	$21,160
190	Equipment & Hoisting	$25,070
290	Hardscape	$49,397
300	Concrete Frame	$78,016
305	Architectural Precast	$368,751
400	Masonry	$0
500	Structural & Misc. Steel	$443,972
510	Ornamental Metals	$0
610	Millwork/Finish Carpentry	$0
700	Waterproofing/Caulking	$12,186
701	Expansion Joints	$0
720	Spray Fireproofing/Intumescent Fireproofing	$0
740	Metal Panels	$8,450
750	Roofing	$64,500
800	Doors/Frames/Hardware	$0
810	Fire Doors/Smoke Evacuation Allowance - Not Included	$0
820	Exterior Glass & Glazing	$0
830	Interior Glass & Glazing	$0
900	EIFS/Stucco	$0
920	Framing & Drywall	$300,715
925	Acoustical Plaster/Spray Insulation	$0
970	Acoustical	$0
990	Painting	$0
1000	Specialties	$0
1010	Signage	$0
1020	Exterior Canopies (Oculus)	$54,300
1530	Fire Protection	$34,800
1540	Plumbing	$27,460
1550	HVAC	$0
1600	Electrical	$39,359
	Subtotal	**$1,528,136**
	Totals	**$1,528,136**

SCHEDULE OF VALUES | ROOFTOP VENUE

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park

Winter Park, FL

Construction Documents 1/16/20

CSI	Item of Work	Current Budget 1.16.20
180	Cleanup & Dumpsters	$17,439
190	Equipment & Hoisting	$7,732
290	Concrete Planters	$98,031
296	Rooftop Plantings	$61,840
300	Concrete Frame	$39,665
305	Architectural Precast	$0
400	Masonry	$0
500	Structural & Misc. Steel	See Event Center
510	Ornamental Metals	$0
515	Circular Stair	$334,683
600	Rough Carpentry	$2,477
610	Millwork/Finish Carpentry	See Event Center
700	Waterproofing/Caulking	$3,500
720	Spray Fireproofing/Intumescent Fireproofing	$0
740	Metal Panels	$59,500
745	Pedestal Pavers	Included below
750	Roofing	See Event Center
800	Doors/Frames/Hardware	$24,228
810	Fire Doors/Smoke Evacuation Allowance - Not Included	$0
820	Exterior Glass & Glazing	$126,000
830	Interior Glass & Glazing	$27,050
900	EIFS/Stucco	$0
920	Framing & Drywall	$170,410
925	Acoustical Plaster/Spray Insulation	$0
930	Floor & Wall Tile	See Event Center
931	Resinous Kitchen Floor	See Event Center
950	Polished Concrete Floors	See Event Center
960	Carpeting	$0
970	Acoustical	See Event Center
990	Painting	$0
1000	Specialties	$3,000
1010	Signage	$1,875
1020	Exterior Canopies	$132,700
1030	Operable Partitions	$0
1100	Install Owner Equipment - Not Included	$0
1110	Loading Dock Equipment - Not Included	$0
1140	Food Service Equipment	By Owner
1200	Window Treatments	$11,104
1400	Elevators	$112,093
1530	Fire Protection	$41,550
1540	Plumbing	$68,975
1550	HVAC	$182,500
1600	Electrical	$285,609
1700	Technology	By Owner
	Subtotal	**$1,811,961**
	Totals	**$1,811,961**

SCHEDULE OF VALUES | AMPHITHEATRE

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park

Winter Park, FL

Construction Documents 1/16/20

CSI	Item of Work	Current Budget 1.16.20
180	Cleanup & Dumpsters	$6,990
190	Equipment & Hoisting	$22,685
215	Augercast Piles	$134,000
230	Erosion Control, Dewatering & Pond Control	$95,000
235	Earthwork & Grading	$86,963
275	Site furnishings	See Site
280	Amphitheatre Steps & Landings	See Site
285	Hardscape	See Site
400	Landscaping & Irrigation	$71,760
500	Concrete structure	$223,002
510	Railings	$136,850
700	Waterproofing/Caulking	See Site
1530	Fire Protection	$0
1540	Plumbing	$0
1550	HVAC	$0
1600	Electrical	$83,534
1700	Technology	By Owner
	Subtotal	$860,784
	Totals	**$860,784**

SCHEDULE OF VALUES | LIBRARY

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park

Winter Park, FL

Construction Documents 1/16/20

CSI	Item of Work	Current Budget 1.16.20
180	Cleanup & Dumpsters	$156,806
190	Equipment & Hoisting	$81,806
220	Temporary Shoring	$0
300	Concrete Foundations	See Concrete
300	Concrete Frame	$1,475,033
305	Architectural Precast	$1,426,825
400	Masonry	$0
500	Structural & Misc. Steel	$2,098,878
510	Circular Center Stair	$341,377
600	Rough Carpentry	$21,515
610	Millwork/Finish Carpentry	$664,040
700	Waterproofing/Caulking	$127,261
720	Spray Fireproofing/Intumscent Fireproofing	$14,500
740	Rooftop Screenwall Panels	$86,520
750	Roofing	$391,000
800	Doors/Frames/Hardware	$85,092
810	Revolving Glass Entry Doors - Not Included	$0
815	Fire Curtains/Smoke Evacuation Allowance - Not Included	$0
820	Exterior Glass & Glazing & Skylight	$1,036,600
830	Interior Glass & Glazing	$181,000
900	EIFS/Stucco	$0
920	Framing & Drywall	$1,470,316
930	Floor & Wall Tile	$54,500
950	Polished Concrete Floors	$210,927
960	Carpet	Included Above
925	Acoustical Plaster/Spray Insulation	See Drywall
970	Acoustical Ceilings	$301,350
990	Painting	$71,725
1000	Specialties	$65,993
1010	Art Hanging Display System	$7,822
1010	Signage	$13,640
1015	Operable Partition	$74,700
1020	Exterior Canopies	$0
1100	Install Owner Equipment - Not Included	$0
1110	Loading Dock Equipment - Not Included	$0
1140	Food Service Equipment - Not Included	By Owner
1200	Window Blinds	$0
1400	Elevators	$154,277
1530	Fire Protection	$123,950
1540	Plumbing	$425,960
1550	HVAC	$1,419,850
1600	Electrical	$1,566,233
1700	Technology	By Owner
	Subtotal	**$14,149,496**
	Totals	**$14,149,496**

2 Cost Management Log

BRASFIELD & GORRIE GENERAL CONTRACTORS

Winter Park Library & Event Center

Winter Park, Florida

Construction Documents

Cost Management Log

January 16, 2020

LOWER NUMBER IS MOST CRITICAL TO PROJECT

1 Very Critical 2 Critical 3 Less Critical TO KEEP

	Description	Estimated Add	Estimated Deduct	Accepted	Pending	Rejected	Comments / Status	Permanence (Can't be changed Day 2)	Aesthetic	Average Weight
	Total Construction Documents Value 12/10/19	**$35,463,760**								
BASE BID ALTERNATES										
BB-1.00	ADDITIONAL PARALLEL PARKING ON HARPER	**$129,697**		**$129,697**			PER L301 & L302			
BB-2.00	ADDITIONAL SPACES ON SITE - 28 ADDITIONAL SPACES	**$183,750**				**$183,750**	PER L301			
BB-3.0	DELETE SOUTH PARKING LOT		**($556,329)**				DELETE 103 PARKING SPACES AND ALL WORK ASSOCIATED WITH THE SOUTH PARKING LOT			
ADDITIONAL ALTERNATES										
A-1.00	PROVIDE DITTMER SCREENWALLS IN LIEU OF ACM	**$225,732**				**$225,732**				
A-2.00	CAST IN PLACE CONCRETE PLANTER WALLS IN LIEU OF GFRC AT THE ROOFTOP VENUE		**($70,326)**	**($70,326)**				**3**	**3**	**3**
A-3.00	PROVIDE CONCRETE BENCH AT THE BASE OF THE LIBRARY STAIR IN LIEU OF A WOOD FRAME AND GFRC CLADDING		**($11,881)**	**($11,881)**			TO MATCH THE SAME LOOK AT THE EVENT CENTER. FINAL NUMBER TO BE DETERMINED PENDING SUBCONTRACTOR INPUT	**3**	**3**	**3**
A-4.00	PROVIDE TRINITY TILE CATALINE (IN NERO OR GREY COLOR) IN LIEU OF NEMOTILE		**($19,367)**	**($19,367)**			PENDING APPROVAL FROM DESIGN TEAM. B&G HAS REQUESTED A CUT SHEET AND SAMPLE, WHICH WILL BE SENT TO THE OWNER AND DESIGN TEAM ASAP	**3**	**3**	**3**
A-5.00	PROVIDE ELECTRIC MIRROR BY MAJESTIC MIRROR IN LIEU OF THE SPECIFIED MIRROR		**($10,295)**	**($10,295)**			PENDING APPROVAL FROM DESIGN TEAM. B&G TO FORWARD CUT SHEET	**3**	**3**	**3**
A-6.00	DEDUCT TO USE GUARDIAN AND ELIMINATE 3/8 OUT BOARD LITE		**($105,806)**	**($105,806)**			INFORMATION FROM MANUFACTURER WAS SENT TO DESIGN TEAM AND APPROVED	**3**	**3**	**3**
A-6.50	DEDUCT TO USE GUARDIAN AND ELIMINATE PROVIDE 5/16 OUT BOARD LITE IN LIEU OF 3/8		**($69,480)**							
A-7.00	DEDUCT FROM REVERSE GLAZING SYSTEM TO STANDARD INSTALLATION BY WTG		**($46,721)**			**($46,721)**				
A-8.00	ADDITIONAL TARGET ODP TAX SAVINGS TO MATCH OVERALL PROJECT BUDGET		**($60,179)**	**($60,179)**						
A-9.00	PROVIDE STANDARD FINISH ON ALL VERTICAL CONCRETE		**($331,043)**			**($331,043)**	REDUCES OVERALL SCHEDULE 1-MONTH. CONCRETE FINISH ON EXPOSED VERTICAL CONCRETE TO BE CLASS B WITH POINT AND PATCH ONLY. NOTE: VALUE ACCEPTED EXCLUDES A $50,000 ALLOWANCE FOR SPECIAL FINISHES IN STRATEGIC LOCATIONS	**1**	**2**	**1.5**
A-10.00	OWNER TO PERFORM DEMUCKING SCOPE OF WORK IN LIEU OF B&G		**($311,838)**	**($311,838)**			REDUCES OVERALL SCHEDULE 1-MONTH. NOTE: SEE VALUE AT THE BOTTOM OF THIS SHEET FOR THE ADD IF THE CITY PERFORMS THIS SCOPE OF WORK. VALUE FOR THIS SCOPE COMES FROM THE CITY			
A-10.50	DELETE RIGID INCLUSIONS		**($238,119)**	**($238,119)**			PENDING ADDITIONAL INFORMATION FROM GEOTECH. NOTE: SEE VALUE AT THE BOTTOM OF THIS SHEET FOR THE ADD IF THE CITY PERFORMS THIS SCOPE OF WORK. VALUE FOR THIS SCOPE COMES FROM THE CITY			
A-11.00	PROVIDE LULA ELEVATOR BY SAVARIA IN LIEU OF GARAVENTA		**($15,209)**	**($15,209)**				**3**	**3**	**3**
A-12.00	ELIMINATE PRECAST BENCH AROUND PLINTH - DEFER FOR FUTURE FUNDRAISING		**($155,235)**			**($155,235)**	ADDS BACK A $125/LF FOR RAILINGS NOTE: ACCEPTED VALUE EXCLUDES A $50,000 ALLOWANCE FOR AN ALTERNATE BENCH	**2**	**1**	**1.5**
A-13.00	ELIMINATE SLOT DRAIN AT PERIMETER OF LIBRARY & EVENT CENTER		**($26,219)**	**($26,219)**			PENDING APPROVAL FROM EOR	**1**	**2**	**1.5**
A-14.00	USE RIVER JACK STONE IN LIEU OF THE MEXICAN BEACH PEBBLE AT ALL DECORATIVE STONE LOCATIONS		**($113,958)**			**($113,958)**	NOTE: A-14.00 CAN'T BE TAKEN IN CONJUNCTION WITH A-14.50	**3**	**1**	**2**
A-14.50	REDUCE DEPTH OF MEXICAN BEACH PEBBLE ROCK FROM 6" TO 4"		**($38,329)**	**($38,329)**			NOTE: A-14.50 CAN'T BE TAKEN IN CONJUNCTION WITH A-14.00	**3**	**3**	**3**
A-15.00	REMOVE PLANTINGS FROM B&G SCOPE AT ROOFTOP PLANTERS (PLANTERS, WATERPROOFING AND DRAINAGE REMAIN)		**($38,361)**	**($38,361)**				**3**	**3**	**3**
A-16.00	REMOVE SITE FURNISHINGS FROM B&G BUDGET AND HAVE OWNER PROVIDE DIRECTLY		**($60,000)**	**($60,000)**						
A-17.00	LOW VOLTAGE POTENTIAL RECONCILIATION		**($74,951)**	**($74,951)**			FINAL NUMBER TO BE DETERMINED BASED ON NEEDS OF CITY			

BRASFIELD & GORRIE GENERAL CONTRACTORS

Winter Park Library & Event Center

Winter Park, Florida

Construction Documents

Cost Management Log

January 16, 2020

LOWER NUMBER IS MOST CRITICAL TO PROJECT

1 Very Critical 2 Critical 3 Less Critical TO KEEP

	Description	Estimated Add	Estimated Deduct	Accepted	Pending	Rejected	Comments / Status	Permanence (Can't be changed Day 2)	Aesthetic	Average Weight
A-18.00A	DELETE PERVIOUS PAVERS AND PROVIDE ASPHALT		($682,948)			($682,948)	NOTE: A-18.00A CAN'T BE TAKEN IN CONJUNCTION WITH A-18.00B. REJECTED BECAUSE WE HAVE ADDED $682,948 TO FUNDING			
A-18.00B	DELETE PERVIOUS PAVERS FROM CURRENT BUDGET AND PERFORM THIS SCOPE OUTSIDE OF THE CONTRACT		($1,158,960)			($1,158,960)	NOTE: A-18.00B CAN'T BE TAKEN IN CONJUNCTION WITH A-18.00A	3	3	3
A-20.00	PROVIDE ALTERNATE AMPHITHEATRE AND SITE HANDRAILS		($40,320)	($40,320)			DESIGN TO ALLOWANCE OF 100K FOR SITE HANDRAILS AT AMPHITHEATRE	3	3	3
A-22.00	PROVIDE AWI CERTIFICATION AND LABELS FOR ALL MILLWORK PRODUCTS	$54,709				$54,709				
A-23.00	REMOVE BOOK DROP ALLOWANCE FROM B&G SCOPE		($16,413)	($6,413)			DESIGN TO ALLOWANCE OF $10,000	3	3	3
A-24.00	REPLACE OCULUS WITH ROOFING AND EIFS		($60,589)			($60,589)		1	1	1
A-25.00	REMOVE COIL COATINGS AT RTU		($62,368)	($62,368)			EOR APPROVES THIS VE, THOUGH CITY WILL NEED TO MAKE FINAL DECISION. COIL COATING **CAN** INCREASE COIL LIFE			
A-26.00	REDUCE SUBBASE DEPTH AT PAVERS FROM (2) 8" LAYERS OF ROCK TO (2) 6" LAYERS OF ROCK		NA				DUE TO STORM REQUIREMENTS, WE ARE UNABLE TO REDUCE THE SUBBASE OF THE PAVERS	.	.	.
A-27.00	REDUCE POND RESHAPING SCOPE OF WORK (ALLOWANCE)		($92,779)	($92,779)			FINAL VALUE TO BE DETERMINED PENDING UPDATED DRAWINGS FROM DESIGN TEAM. THIS NUMBER ASSUMES THAT ONLY 5% OF CURRENTLY DRAWN POND RESHAPING IS REQUIRED FOR OUR PROJECT, AND THAT THE 28 PARKING SPACE ADD ALTERNATE IS NOT ACCEPTED	3	3	3
A-28.00	DELETE THE BRIDGE EXTENSION		($109,417)	($109,417)			IF POND RESHAPING DOES NOT HAPPEN, THE BRIDGE EXTENSION WILL NOT BE REQUIRED	3	3	3
A-29.00	PROVIDE ALTERNATE PAVER MATERIAL		($7,331)				FINAL NUMBER AND ALTERNATE PAVER SAMPLE PENDING ADDITIONAL INFORMATION FROM SUBCONTRACTOR MARKET. FINAL SAVINGS SHOULD BE GREATER THAN PROJECTED	3	3	3
A-30.00	DELETE THE SKYLIGHT AND FILL IN STRUCTURE		($26,698)			($26,698)		1	1	1
A-31.00	PROVIDE LEVEL 4 DRYWALL FINISH IN LIEU OF LEVEL 5		($19,695)	($19,695)				2	2	2
A-32.00	PROVIDE ALTERNATE LIGHT FIXTURE PACKAGE		($76,592)			($76,592)	SEE ATTACHED CUT SHEETS	1	2	1.5
A-33.00	ELIMINATE THE EXTRUDED ALUMINUM SPECIAL PROFILE AT THE PORTALS		($43,767)			($43,767)		3	1	2
A-34.00	PROVIDE ALTERNATE, NON-REMOVABLE, HANDRAIL AT AMPHITHEATER		SEE A-20				SEE CML A-20	3	3	3
A-35.00	DELETE THE DYE FROM THE FLOOR POLISHING SCOPE		($3,873)			($3,873)		1	1	1
A-36.00	DELETE THE ALUMINUM AND GLASS FOLDING PANEL SYSTEM AT THE COMPUTER LAB AND MAKER SPACE		($50,879)			($50,879)		3	3	3
A-37.00	REVISED ALL GLASS STOREFRONT SYSTEM AND PROVIDE ALUMINUM FRAME STOREFRONTS SIMILAR TO KAWNEER TRI-FAB 500		($72,161)			($72,161)	PENDING FINAL DESIGN AND FEEDBACK FROM SUBCONTRACTOR MARKET	3	1	2
A-38.00	PROVIDE CARPET TILE AT THE SECOND LEVEL OF THE LIBRARY IN LIEU OF POLISHED CONCRETE		($25,166)			($25,166)		3	1	2
A-39.00	DELETE MOTORIZED RETRACTABLE ACOUSTIC BANNERS IN MEETING ROOM AND TEEN/TWEEN ROOM		($82,993)	($42,993)		($40,000)	DELETES ALL (3) ACOUSTICAL BANNERS. NOTE: ACCEPTED VALUE KEEPS A $40,000 ALLOWANCE TO INSTALL AN ALTERNATE BANNER	3	1	2
A-40.00	DELETE RULON AND PROVIDE PAINTED GYP BOARD ABOVE BOOK SHELVING NICHES AT THE 2ND LEVEL OF THE LIBRARY		($15,428)			($15,428)		1	1	1
A-41.00	DELETE RULON AND PROVIDED TECTUM AT THE MEETING ROOM 1.133 IN THE LIBRARY		($37,092)			($37,092)		1	1	1
A-42.00	DELETE RULON AND PROVIDE MDF AT STAIR 2 2.199, ELEVATOR ALCOVE 2.114, 2.299 AND ELEVATOR ALCOVE 2.214 IN EVENTS CENTER		($22,430)	($22,430)				1	1	1

BRASFIELD & GORRIE GENERAL CONTRACTORS

Winter Park Library & Event Center

Winter Park, Florida

Construction Documents

Cost Management Log

January 16, 2020

LOWER NUMBER IS MOST CRITICAL TO PROJECT

1 Very Critical 2 Critical 3 Less Critical TO KEEP

	Description	Estimated Add	Estimated Deduct	Accepted	Pending	Rejected	Comments / Status	Permanence (Can't be changed Day 2)	Aesthetic	Average Weight
A-43.00	DELETE THE STEEL PLATE GUARDRAIL AND PROVIDE PAINTED GYP BOARD WITH A WOOD CAP AT THE 2ND LEVEL OPENING		($16,276)			($16,276)		1	2	1.5
A-44.00	REMOVE CRESTRON FROM EVENT CENTER WHILE MAINTAIN ZONES, DIMMING, AND SCENE CONTROLS		TBD				NEED TO SCHEDULE A MEETING BETWEEN EOR AND ELECTRICAL CONTRACTOR FOR FINAL COORDINATION TO MAKE THIS OPTION WORK	1	3	2
A-45.00	CHANGE BENCH RECEPTACLES TO WALL MOUNTED STANDARD RECEPTACLES		NA			NA	NO COST SAVINGS ASSOCIATED WITH THIS OPTION	1	1	1
A-46.00	CHANGE LEVEL 2 IN SLAB FLOOR BOXES TO POKE-THR TYPE FLOOR POWER/DATA DEVICES		NA			NA	NO COST SAVINGS ASSOCIATED WITH THIS OPTION	2	2	2
A-47.00	REDUCE QUANTITY OF FIXTURE TYPE TS (IN-GRADE UPLIGHTS) ALONG THE PERIMETER OF THE LIBRARY BY HALF		($21,883)				REDUCE TOTAL QUANTITY OF TS LIGHTS BY 50%	1	3	2
A-48.00	REDUCE QUANTITY OF FIXTURE TYPE TV (IN-BENCH UPLIGHTS) ALONG THE PERIMETER OF THE PLINTH BY HALF		($5,471)				REDUCES QUANTITY BY 16 (EA)	1	1	1
A-49.00	PROVIDE ALUMINUM FOR FEEDERS GREATER THAN 100A - ALL BRANCH CIRCUITS TO BE COPPER		NA				MOST FEEDERS ARE ALREADY ALLOWED TO BE ALUMINUM. THE ONLY COPPER RUNS LEFT ARE TO TRANSFORMERS AND MECHANICAL EQUIPMENT THAT VIBRATE	.	.	.
A-50.00	REMOVE (9) TYPE SF FIXTURES FROM THE MONUMENT SIGNS		($3,283)					1	1	1
A-51.00	PERMIT MC FOR BRANCH CIRCUITS ON THE LOAD SIDE OF THE FIRST DEVICE IN EACH CIRCUIT. ALL HOMERUNS TO REMAIN IN HARD CONDUIT		($43,767)	($43,767)				3	3	3
	Totals	**$593,887**	**($5,152,225)**					.	.	.
	TOTAL ACCEPTED			($1,391,365)						
	TOTAL PENDING				$0					
	TOTAL REJECTED					($2,493,195)				
Estimate										
	TOTAL REVISED CONSTRUCTION BUDGET			$34,072,395						
OWNER/PROGRAM MANAGER SOFT COST ALTERNATES										
A-52.00	RECONCILE FOOD SERVICE ALLOWANCE WITH SUBCONTRACTORS QUOTES		($766,329)	($766,329)						
A-53.00	FURNITURE VE - REDUCTION IN QUANTITY OR CHANGE OF BRAND		($50,000)			($50,000)	TARGETED SAVINGS			
A-54.00	DEFER PERMIT FEES UNTIL WE ARE DRIED IN		($232,098)			($232,098)				
A-55.00	CAPACITY FEES (PER PIZZUTI CONVERSATION WITH CITY)		($150,000)	($150,000)						
A-56.00	CITY TO PERFORM DEMUCKING SCOPE OF WORK	$199,957		$199,957			FULL VALUE TAKEN FROM B&G SCOPE OF WORK (A-10, A-10.50). THE ADD VALUE IS FOR THE CITY TO PERFORM THIS SCOPE OF WORK. VALUE COMES FROM THE CITY OF WINTER PARK AND PROVIDES AN OVERALL PROJECT SAVINGS OF $350,000			
A-57.00	CITY TO PROVIDE SITE FURNISHINGS	$30,000		$30,000			FULL VALUE TAKEN FROM B&G SCOPE OF WORK (A-16.00) - $30,000 ALLOWANCE CARRIED FOR THE OVERALL PROJECT			
	POTENTIAL TOTAL PROJECT BUDGET SAVINGS			($686,372)			**NOT INCLUDED IN THE CONSTRUCTION BUDGET**			

Values above include contractors insurance, fee, and 1% contingency

The Value Analysis items listed above have been provided to generate conversation and possible solutions for achieving the owner's desired project scope and budget, and should not be interpreted as engineered solutions. By acceptance of any item and prior to incorporating into the design, the Architect / Engineer of Record shall be solely responsible for verification of all design compatibility within the project including but not limited to life safety, code requirements, thermal and moisture protection, building functionality and program requirements. All pricing is subject to change pending find design

3 Clarifications

BRASFIELD & GORRIE
GENERAL CONTRACTORS

Winter Park Library & Event Center
Winter Park, Florida

Construction Documents GMP Proposal
List of Clarifications & Pricing Assumptions

January 16, 2020

DESIGN TO ALLOWANCES

The following amounts have been included in our price. All allowances are inclusive of material, tax, freight, storage, installation, equipment, and subcontractor mark-up unless noted otherwise.

Description	Amount
Anticipated ODP Sales Tax Savings	**($330,000)**
Guardrail at South Parking Lot	**$18,120**
Soil Planting Mix	**$25,000**
Exterior Book Drop Relocation	**$10,000**
Vegetative Roof System (Excludes Plants)	**$23,479**
Decorative Bollards S-105	**$14,630**
Amphitheater and Site Handrails	**$100,000**
Pond Reshaping	**$25,308**
Perforated PVC Pipe at Belvedere Retaining Wall	**$7,500**
Tree Removal	**$10,000**
Acoustic Banners in Teen/Tween Room	**$40,000**

100 – General Requirements

1. We have based our GMP Proposal on the drawings and specifications dated 10-22-19 and Addendum #1 dated 11-19-19 as prepared by Adjaye Associates & Hunton Brady Architects.

2. All pricing in this proposal is based on market conditions as of January 2020 and assumes a notice to proceed will be issued by the end of February 2020. All trades were competitively bid by subcontractors and vendors.

3. The current pricing is based on an overall construction schedule of 18 months.

INCLUSIONS

1. Worker's compensation insurance
2. Builders risk insurance
3. General liability insurance
4. Subcontractor default insurance
5. Payment and performance bonds

EXCLUSIONS

1. Building permit fees
2. Survey or testing costs
3. 3rd party testing fees during demucking operations
4. Design fees
5. Fees for waterproofing or sound consultant
6. Cost for code required inspections (rebar, etc.)
7. Utility, impact or tap fees
8. Demo/removal/replacement/relocation of unknown existing utilities
9. Permanent trash compactors
10. FF & E materials
11. Network power feeds or conduit/concrete to transformers
12. Telephone and CATV service and manholes/pull-boxes
13. Third party window testing
14. Responsibility for design to meet local, state, and federal codes
15. Overhead power relocations if required
16. Seismic bracing for MEP and ceilings
17. Primary power and utility provided transformers
18. LEED design or construction
19. Acoustical consultant
20. Preconstruction costs (transferred to Pizzuti budget)

200 - SITEWORK

INCLUSIONS

1. Site clearing, utility and paving demolition
2. Grading and import fill to prepare the building pad and plinth for construction
3. Temporary dewatering as required
4. NPDES permits and inspections
5. Storm Water Pollution Prevention Plan
6. Silt fence and turbidity barriers
7. Parallel parking on Harper Street

EXCLUSIONS

1. Demucking / removal of unsuitable materials and replacement with clean fill – this scope of work is to be performed by others prior to B&G mobilization
2. Rigid inclusions/Soil Improvement
3. Soil mixing
4. 28 additional spaces at south parking lot (see alternates)
5. Permanent dewatering system at library basement
6. Removal of contaminated groundwater
7. Traffic light signalization
8. Slot drain at the perimeter of the library and events center
9. Milling and overlay of roads for utility tie-in
10. Utility Work shown outside project boundary and designated to be by others
11. FDOT permits
12. Sub slabs at plinth hardscape
13. Pond reshaping as shown on the grading plan. See allowances for value to minimally reshape pond per new storm requirements
14. Additional berm allowances. We assume all grading is per the grading plan
15. Lift station
16. Stormwater pretreatment or exfiltration
17. Retaining walls outside of the plinth
18. Test pits as mentioned in the geotech report
19. Tree relocation (by Owner)
20. Demolition or removal of existing electrical transformers or conductors

205 - DEMOLITION

INCLUSIONS

1. Site demolition & clearing for preparation for building & plinth pads
2. Existing asphalt paving demolition

EXCLUSIONS

1. Existing building demolition
2. Removal of existing building foundations, shallow or deep
3. Demolition of unknown existing utilities and structures
4. Asbestos abatement, studies or reports

210 - SPECIAL/DEEP FOUNDATIONS

INCLUSIONS

1. 53 ea 14" Auger cast piles 70 feet below grade beam at the south side of the plinth retaining wall only as shown on structural drawings

EXCLUSIONS

1. Augercast piles at the buildings
2. Steel driven piles
3. Soil stabilization or vibro replacement
4. Rigid inclusions

280 – HARDSCAPE/LANDSCAPE/SITE FEATURES

INCLUSIONS

1. Pervious concrete pavers in parking areas as shown
2. Allowance of $25,000 to amend existing soil in place in lieu of specified planting soil mix at all planting beds and tree pits
3. A $100,000 allowance for the amphitheater and site handrails
4. Mexican beach pebbles included as 4" depth in lieu of 6"

EXCLUSIONS

1. Fountains
2. Steel edging between beds and sodded areas
3. Planting soil mix and/or compost in all planting beds and tree pits. See allowance above for soil amendments
4. Plant material at the rooftop venue
5. Concrete subslab for pavers
6. Precast planters
7. Site Furnishings – by Owner
8. Tree pit sumps
9. CU structural soil
10. Roadway and parking lot irrigation sleeves

11. Irrigation in areas included for Alternates “A” & “B”. No irrigation design shown for these
12. Extending the existing bridge

300 - CONCRETE STRUCTURE

INCLUSIONS

1. Honey comb finish (use of form liner) on all building vertical surfaces (exterior and interior) including portals, bench backs and bench base
2. Bush hammered finish (use of form liner) on all exposed vertical plinth site walls and the raked auditorium walls
3. Board form finish on exposed surfaces of all W-301 walls
4. Smooth finish on exposed surfaces of all W-302 walls
5. Concrete on metal deck at 2nd floor of Library, mechanical area of Library roof and roof of Event Center
6. High density foam with PIP concrete slab on top at areas shown on the event center roof per detail 8 & 9 on S712
7. Class C concrete finish in areas where not exposed
8. Cast in place planter walls at the rooftop venue in lieu of GRFC
9. Allowance of $50,000 to provide a special concrete finish in strategic locations to be determined. This allowance assumes that selected locations will not impact the pour sequence and overall construction schedule.

EXCLUSIONS

1. Concrete shear walls
2. Wet cure
3. Insulation under slab on grade
4. MMFX, epoxy, galvanized, stainless steel, and/or any other chemically treated reinforcing steel
5. Continuous perimeter drain at the retaining wall and building foundations referred to on structural details but not referenced in the civil drawings. See Allowances

305 – ARCHITECTURAL PRECAST

INCLUSIONS

1. Precast building façade by Gate Precast
2. Precast finish per sample provided by Gate Precast GPK #3410

EXCLUSIONS

1. GFRC at underside of Porte Cochere
2. GFRC planter walls at the rooftop venue
3. Polished or honed finish on precast
4. Form liners
5. Exposed aggregate on interior side of precast
6. Precast roof structure or dome ceiling
7. Insulated sandwich precast panels

400 – MASONRY & STONE

INCLUSIONS – N/A

EXCLUSIONS

1. Interior or exterior building masonry walls
2. Exterior brick or stone

500 - STRUCTURAL STEEL/METAL DECK/MISCELLANEOUS STEEL

INCLUSIONS

1. Structural steel supports for folding glazed doors and walls
2. All steel to receive one shop coat of standard red alkyd primer unless scheduled to receive fireproofing
3. Galvanized roof screen wall steel
4. Steel sump pit grate and frames in lieu of fiberglass
5. Level 2 AESS at interior exposed steel columns only
6. HSS 18x18x3/4 tube steel columns are fabricated from plate

EXCLUSIONS

1. Chemically blackened steel
2. Stair nosings
3. Glass railings
4. Steel support for retractable acoustic banners

510 - ORNAMENTAL METALS

INCLUSIONS

1. All 1-line steel railings and pipe rails to be painted black
2. All decorative steel plate panels to be painted black

EXCLUSIONS

1. Blackened steel

610 - MILLWORK & CARPENTRY

INCLUSIONS

1. Wood frame and substrates for Bookstore desk, (2) Help desks, and 2nd floor help desk, clad in GFRC
2. Allowance of $10,000 for book drops
3. Solid surface trim at countertop overlooking the meeting room – A14/A871
4. Colored MDF panels with clear sealer

EXCLUSIONS

1. GFRC panels at Porte Cochere Ceiling
2. GFRC at the monumental stair landing in the Library. Landing included as cast in place concrete to match the Event Center
3. AWI Quality Certification Process – see CML

700 - WATERPROOFING/CAULKING

INCLUSIONS

1. Bentonite waterproofing at interior vertical face of site bench concrete wall
2. Underslab 10mil vapor barrier
3. EFIS at underside of Porte Cochere

EXCLUSIONS

1. Water repellent at concrete bench or wall
2. Drainage board at below grade bentonite waterproofing
3. Air & Vapor barrier at the precast
4. Custom caulk colors

750 –ROOFING/METAL PANELS

INCLUSIONS

1. Sarnafil 60 Mil PVC roof system with tapered insulation with an R-28 minimum value
2. Lightweight concrete roof insulation at the Events Center main roof
3. Walk-pads
4. Roof screenwall panels by PacClad in standard colors
5. Aluminum composite panels for canopy soffits by Reynobond in standard finish
6. Vegetative roof system allowance pending final coordination (excludes plant material)

EXCLUSIONS

1. Scuppers and downspouts
2. Bitumastic coating on metal panels

800 – DOORS/FRAMES/HARDWARE

INCLUSIONS

1. Auto entrance sliding doors in standard sizes (16'-0" max). The opening is currently shown as 17'-1.5", which is not currently tested

Exclusions

1. Custom sized sliding auto doors
2. Sound rating at wood veneer or glass doors
3. Folding fire doors, shutters or curtains

820 - GLASS & GLAZING

INCLUSIONS

1. WTG-900 SSG Curtainwall system with 2-coat finish
2. WTG-700 SSG Curtainwall system at roof top Café venue
3. Storefront doors with OHC closures and standard hardware
4. Automatic bi-parting doors with manufacturers standard hardware
5. WTG-900 SSG skylight with 1-5/16" standard low-e glazing
6. Non-impact, insulated glazing at all exterior windows
7. ¼" outboard lite by Guardian in lieu of 3/8"
8. Extruded aluminum special profile at the portals

EXCLUSIONS

1. Structurally glazed systems at angled windows
2. Fire-rated glass and/or windows and doors
3. Operable windows
4. Field/Special testing
5. Smartglass
6. Photovoltaic skylight glazing
7. High performance paint finishes
8. Curved or radiused glazing
9. Backpainted glass

910 - METAL STUDS & DRYWALL

INCLUSIONS

1. Level 4 finish at exposed drywall
2. Wall type Z to have sheet vapor barrier in lieu of liquid applied

EXCLUSIONS

1. Excludes all spring-type sound isolation devices in ceilings
2. Welding of light gauge metal studs
3. High impact board

930 – INTERIOR FINISHES

INCLUSIONS

1. Polished concrete floors finish and color per finish legend
2. Polished finish for bench at perimeter of Library, excluding color
3. Floor protection for polished concrete
4. Epoxy grout per finish legend
5. Novawall for the stretched-fabric wall system
6. Rulon ceiling and wall panels as shown with AcousticBoard
7. Painting of perimeter steel columns
8. Trinity tile Cataline in lieu of Nemotile
9. MDF in lieu of Rulon at stair 2 2.199, elevator alcove 2.114, 2.299 and elevator alcove 2.214

EXCLUSIONS

1. Dye for polish concrete bench around perimeter of Library and Event Center, polished finish only
2. Polished concrete base
3. Polished concrete stairs, treads or risers
4. Painting any exterior concrete

1000 - SPECIALTIES

INCLUSIONS

1. Code required signage
2. Operable glass folding partition walls to have 37 STC glass wall rating
3. Corner guards in the 2nd floor kitchen of the Event Center and double action doors in the kitchen
4. Canopy at Porte Cochere and Event Center by Dittmer with 3 coat Kynar finish
5. Electric mirrors provided by Majestic Mirror

EXCLUSIONS

1. Installation of owner-furnished equipment and/or accessories
2. Rotating display wall
3. Motorized retractable acoustic banners in meeting rooms and teen/tween room. See allowances for banners in teen/tween room

1100 –EQUIPMENT

INCLUSIONS

N/A

EXCLUSIONS

1. Parking equipment
2. Loading dock equipment
3. Kitchen & food service equipment
4. Trash compacting equipment

1200 – FURNISHINGS

INCLUSIONS

1. Mechoshades at first floor Offices and second floor Junior Ballroom of the Event Center
2. U-rail art rail system by Stas

EXCLUSIONS

1. Furniture, fixtures & equipment
2. Auditorium seating
3. Window blinds

1400 - ELEVATORS

INCLUSIONS

1. Endura MRL hole-less hydraulic, machine-room-less elevator by Thyssenkrupp
2. (1) 3500# 150FPM endura A, and (1) 4500# 150 FPM endura B service elevator
3. Signals and call buttons to be manufacturer's standard
4. $7,500 cab finish allowance in the Library, and $10,000 cab finish allowance in the Event Center. Finished floor material not to exceed 2"
5. Service elevator clear under ceiling height of 9'-4" and overhead height is 14'-8" to bottom of beam. Cab/entrance doors are 8'-0" high
6. Door size for the 3500# is 3'-6" and 4'-0" for the 4500#
7. Column type included as swing return
8. (1) limited use limited application (LULA) elevator by Savaria

EXCLUSIONS

1. Recessed-type car control stations
2. Destination based system

1500 - FIRE PROTECTION

INCLUSIONS

1. Wet System designed per NFPA 13 specified occupancy hazard
2. Schedule 40 for pipes up to 2", and schedule 10 black steel for pipes 2.5" and larger
3. Dry pipe system at the Porte Cochre and 2nd level of the Event Center

EXCLUSIONS

1. Painting and/or labeling of sprinkler piping.
2. Tap and/or connection fee
3. Insulating and/or labeling sprinkler pipe above NFPA requirements
4. Ansul systems
5. Backflow preventer
6. Flex heads
7. Fire pump

1510 - PLUMBING

INCLUSIONS

1. Type K copper below grade for domestic water piping
2. Type L copper above grade for domestic water piping
3. PVC sanitary and storm piping below grade
4. Cast iron sanitary and storm piping above grade
5. One (1) 1,250 gallon grease trap
6. Gas piping from utility provided meter into the building

EXCLUSIONS

1. Water meters or sub-meters
2. Acoustical sealant, bearing pads, isolators, acoustical insulation or wrap at any piping
3. Insulation beyond code minimum requirements
4. Gas meter or bringing gas piping onto site. Gas meter and piping by gas company

1530 - HVAC

INCLUSIONS

1. Snaplock seam construction for all low pressure round ductwork
2. Vibration isolation curbs
3. Flangeless linear diffusers
4. Test and balance

EXCLUSIONS

1. Duct lagging
2. Smoke evacuation systems

3. Chilled water system
4. Coil coating at the RTU

1600 - ELECTRICAL

INCLUSIONS

1. Secondary feed from utility provided transformer to the buildings
2. Surge SPD
3. Minimum #8 wiring for all lighting circuits on sheet E001, and where specified
4. MC cable for branch circuits on the load side of the first device in each circuit

EXCLUSIONS

1. Solar panels or any solar/photovoltaic systems
2. Automatic transfer switches
3. UPS
4. Primary power & transformers
5. Utility meters, fees and deposits
6. Distributed Antenna System (DAS)
7. Elevator card readers
8. AV systems and equipment
9. Walker duct
10. Smoke control system
11. Design build of the fire alarm system
12. Phone system equipment
13. Tele-entry system
14. Intercom system
15. Background music system
16. Sound system
17. Clock system
18. Security and access control
19. Code blue system
20. Power monitoring system
21. Wireless access points and antennas

4 Schedule

BRASFIELD & GORRIE GENERAL CONTRACTORS

Winter Park Library Event Center - 01/07/20 Rev 1

07-Jan-20 13:26

Activity ID	Activity Name	Orig Dur	Start	Finish
Winter Park Library & Event Center - 01/07/20 Rev 1		949	17-Nov-17 A	09-Aug-21
Administration		394	29-Jan-20	09-Aug-21
Milestones		394	29-Jan-20	09-Aug-21
A1050	Ground Breaking	0	29-Jan-20	29-Jan-20
A1000	Start Construction	0	04-Mar-20	
E19999	Construction Completion	0		06-Jul-21
A1020	Library & Event Center Occupancy/Staff Training	23	07-Jul-21	06-Aug-21
A1030	Grand Opening/Ribbon Cutting	0	09-Aug-21	09-Aug-21
Preconstruction		764	17-Nov-17 A	16-Nov-20
A1410	Start Preconstruction	1	17-Nov-17 A	17-Nov-17 A
A1420	Preconstruction Complete	1	03-Feb-20	03-Feb-20
Procurement		641	16-May-18 A	16-Nov-20
A2900	Award Subcontractors - Gate Precast	5	16-May-18 A	22-May-18 A
A3340	Award Subcontractors - Structural Steel	1	30-Dec-19*	30-Dec-19
A3360	Award Subcontractors	1	13-Jan-20*	13-Jan-20
Architectural Precast		215	12-Nov-19 A	14-Sep-20
A2910	Submit Shop Drawings/SD's (Sub) - Architectural Precast	50	12-Nov-19 A	27-Jan-20
A2920	Review & Approve Shop Drawings/SD's (BG) - Architectural Precast	10	28-Jan-20	10-Feb-20
A2930	Review & Approve Shop Drawings/SD's (Arch) - Architectural Precast	15	11-Feb-20	02-Mar-20
A3310	Production Tickets for Fabrication (Sub) - Architectural Precast	20	03-Mar-20	30-Mar-20
A3320	Build Production Molds - Architectural Precast	10	31-Mar-20	13-Apr-20
A2940	Fabricate & Deliver - Architectural Precast - 1st Delivery	90	14-Apr-20	17-Aug-20
A3330	Fabricate & Deliver - Architectural Precast - Last Delivery	110	14-Apr-20	14-Sep-20
Structural Steel		130	31-Dec-19	30-Jun-20
A2950	Submit Shop Drawings/SD's (Sub) - Structural Steel	40	31-Dec-19	25-Feb-20
A2960	Review & Approve Shop Drawings/SD's (BG) - Structural Steel	10	26-Feb-20	10-Mar-20
A2970	Review & Approve Shop Drawings/SD's (Arch) - Structural Steel	15	11-Mar-20	31-Mar-20
A3350	Shop Fabrication Drawings (Sub) - Structural Steel	15	01-Apr-20	21-Apr-20
A2980	Fabricate & Deliver - Structural Steel	50	22-Apr-20	30-Jun-20
Reinforcing Steel		65	14-Jan-20	13-Apr-20
A2990	Submit Shop Drawings/SD's (Sub) - Reinforcing Steel	15	14-Jan-20	03-Feb-20
A3000	Review & Approve Shop Drawings/SD's (BG) - Reinforcing Steel	10	04-Feb-20	17-Feb-20
A3010	Review & Approve Shop Drawings/SD's (Arch) - Reinforcing Steel	15	18-Feb-20	09-Mar-20
A3020	Fabricate & Deliver - Reinforcing Steel	25	10-Mar-20	13-Apr-20
Storm Structures		55	14-Jan-20	30-Mar-20
A3030	Submit Shop Drawings/SD's (Sub) - Storm Structures	10	14-Jan-20	27-Jan-20
A3040	Review & Approve Shop Drawings/SD's (BG) - Storm Structures	5	28-Jan-20	03-Feb-20

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

***Overall Project Schedule Owner**

Project ID: 19589-JP-13a
Data Date: 10-Dec-19
Page 1 of 5

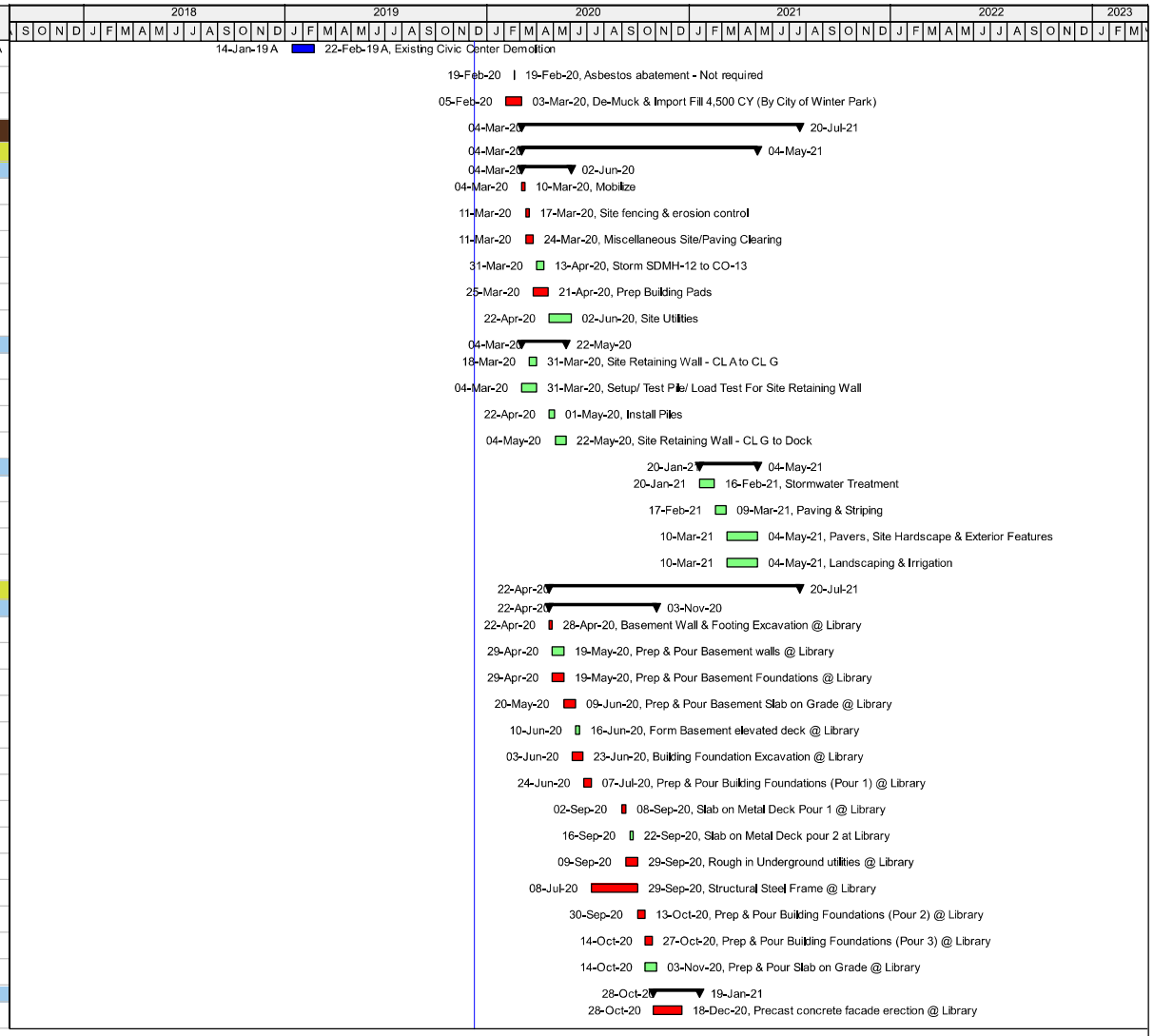
Activity ID	Activity Name	Orig Dur	Start	Finish
A3050	Review & Approve Shop Drawings/SD's (Arch) - Storm Structures	10	04-Feb-20	17-Feb-20
A3060	Fabricate & Deliver - Storm Structures	30	18-Feb-20	30-Mar-20
Piles		45	14-Jan-20	16-Mar-20
A3070	Submit Shop Drawings/SD's (Sub) - Piles	10	14-Jan-20	27-Jan-20
A3080	Review & Approve Shop Drawings/SD's (BG) - Piles	5	28-Jan-20	03-Feb-20
A3090	Review & Approve Shop Drawings/SD's (Arch) - Piles	10	04-Feb-20	17-Feb-20
A3100	Fabricate & Deliver - Piles	20	18-Feb-20	16-Mar-20
Rigid Inclusions		45	14-Jan-20	16-Mar-20
A3110	Submit Shop Drawings/SD's (Sub) - Rigid Inclusions	10	14-Jan-20	27-Jan-20
A3120	Review & Approve Shop Drawings/SD's (BG) - Rigid Inclusions	5	28-Jan-20	03-Feb-20
A3130	Review & Approve Shop Drawings/SD's (Arch) - Rigid Inclusions	10	04-Feb-20	17-Feb-20
A3140	Fabricate & Deliver - Rigid Inclusions	20	18-Feb-20	16-Mar-20
Door Frames		75	14-Jan-20	27-Apr-20
A3150	Submit Shop Drawings/SD's (Sub) - Door Frames	10	14-Jan-20	27-Jan-20
A3160	Review & Approve Shop Drawings/SD's (BG) - Door Frames	5	28-Jan-20	03-Feb-20
A3170	Review & Approve Shop Drawings/SD's (Arch) - Door Frames	10	04-Feb-20	17-Feb-20
A3180	Fabricate & Deliver - Door Frames	50	18-Feb-20	27-Apr-20
Glass & Glazing		120	14-Jan-20	29-Jun-20
A3190	Submit Shop Drawings/SD's (Sub) - Glass & Glazing	20	14-Jan-20	10-Feb-20
A3200	Review & Approve Shop Drawings/SD's (BG) - Glass & Glazing	10	11-Feb-20	24-Feb-20
A3210	Review & Approve Shop Drawings/SD's (Arch) - Glass & Glazing	15	25-Feb-20	16-Mar-20
A3370	Shop Fabrication Drawings (Sub) - Glass & Glazing	15	17-Mar-20	06-Apr-20
A3220	Fabricate & Deliver - Glass & Glazing	60	07-Apr-20	29-Jun-20
Elevators		220	14-Jan-20	16-Nov-20
A3230	Submit Shop Drawings/SD's (Sub) - Elevators	60	14-Jan-20	06-Apr-20
A3240	Review & Approve Shop Drawings/SD's (BG) - Elevators	10	07-Apr-20	20-Apr-20
A3250	Review & Approve Shop Drawings/SD's (Arch) - Elevators	15	21-Apr-20	11-May-20
A3380	Release Elevator for Fabrication - Elevators	15	12-May-20	01-Jun-20
A3260	Fabricate & Deliver - Elevators	120	02-Jun-20	16-Nov-20
Mechanical Equipment		135	14-Jan-20	20-Jul-20
A3270	Submit Shop Drawings/SD's (Sub) - Mechanical Equipment	20	14-Jan-20	10-Feb-20
A3280	Review & Approve Shop Drawings/SD's (BG) - Mechanical Equipment	5	11-Feb-20	17-Feb-20
A3290	Review & Approve Shop Drawings/SD's (Arch) - Mechanical Equipment	10	18-Feb-20	02-Mar-20
A3300	Fabricate & Deliver - Mechanical Equipment	100	03-Mar-20	20-Jul-20
Electrical Equipment		135	14-Jan-20	20-Jul-20
A3390	Submit Shop Drawings/SD's (Sub) - Electrical Equipment	20	14-Jan-20	10-Feb-20
A3400	Review & Approve Shop Drawings/SD's (BG) - Electrical Equipment	5	11-Feb-20	17-Feb-20
A3410	Review & Approve Shop Drawings/SD's (Arch) - Electrical Equipment	10	18-Feb-20	02-Mar-20
A3420	Fabricate & Deliver - Electrical Equipment	100	03-Mar-20	20-Jul-20
Site Enabling (By Others)		292	14-Jan-19 A	03-Mar-20
Demolition		292	14-Jan-19 A	03-Mar-20

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

***Overall Project Schedule Owner**

Project ID: 19589-JP-13a
Data Date: 10-Dec-19
Page 2 of 5

Activity ID	Activity Name	Orig Dur	Start	Finish
A1990	Existing Civic Center Demolition	30	14-Jan-19 A	22-Feb-19 A
A2000	Asbestos abatement - Not required	0	19-Feb-20	19-Feb-20
A2740	De-Muck & Import Fill 4,500 CY (By City of Winter Park)	20	05-Feb-20	03-Mar-20
Construction		356	04-Mar-20	20-Jul-21
Sitework		301	04-Mar-20	04-May-21
General		65	04-Mar-20	02-Jun-20
A2060	Mobilize	5	04-Mar-20	10-Mar-20
A1980	Site fencing & erosion control	5	11-Mar-20	17-Mar-20
A2020	Miscellaneous Site/Paving Clearing	10	11-Mar-20	24-Mar-20
A2030	Storm SDMH-12 to CO-13	10	31-Mar-20	13-Apr-20
A2040	Prep Building Pads	20	25-Mar-20	21-Apr-20
A2010	Site Utilities	30	22-Apr-20	02-Jun-20
Retaining Wall		58	04-Mar-20	22-May-20
A2670	Site Retaining Wall - CL A to CL G	10	18-Mar-20	31-Mar-20
A2630	Setup/ Test Pile/ Load Test For Site Retaining Wall	20	04-Mar-20	31-Mar-20
A2680	Install Piles	8	22-Apr-20	01-May-20
A2590	Site Retaining Wall - CL G to Dock	15	04-May-20	22-May-20
Hardscape & Landscape		75	20-Jan-21	04-May-21
A2050	Stormwater Treatment	20	20-Jan-21	16-Feb-21
A2090	Paving & Striping	15	17-Feb-21	09-Mar-21
A2070	Pavers, Site Hardscape & Exterior Features	40	10-Mar-21	04-May-21
A2080	Landscaping & Irrigation	40	10-Mar-21	04-May-21
Library		321	22-Apr-20	20-Jul-21
Structures		140	22-Apr-20	03-Nov-20
A2180	Basement Wall & Footing Excavation @ Library	5	22-Apr-20	28-Apr-20
A2150	Prep & Pour Basement walls @ Library	15	29-Apr-20	19-May-20
A2310	Prep & Pour Basement Foundations @ Library	15	29-Apr-20	19-May-20
A2290	Prep & Pour Basement Slab on Grade @ Library	15	20-May-20	09-Jun-20
A2300	Form Basement elevated deck @ Library	5	10-Jun-20	16-Jun-20
A2140	Building Foundation Excavation @ Library	15	03-Jun-20	23-Jun-20
A2160	Prep & Pour Building Foundations (Pour 1) @ Library	10	24-Jun-20	07-Jul-20
A2220	Slab on Metal Deck Pour 1 @ Library	5	02-Sep-20	08-Sep-20
A2550	Slab on Metal Deck pour 2 at Library	5	16-Sep-20	22-Sep-20
A2130	Rough in Underground utilities @ Library	15	09-Sep-20	29-Sep-20
A2190	Structural Steel Frame @ Library	60	08-Jul-20	29-Sep-20
A2650	Prep & Pour Building Foundations (Pour 2) @ Library	10	30-Sep-20	13-Oct-20
A2660	Prep & Pour Building Foundations (Pour 3) @ Library	10	14-Oct-20	27-Oct-20
A2170	Prep & Pour Slab on Grade @ Library	15	14-Oct-20	03-Nov-20
Exterior & Roofing		56	28-Oct-20	19-Jan-21
A2200	Precast concrete facade erection @ Library	36	28-Oct-20	18-Dec-20

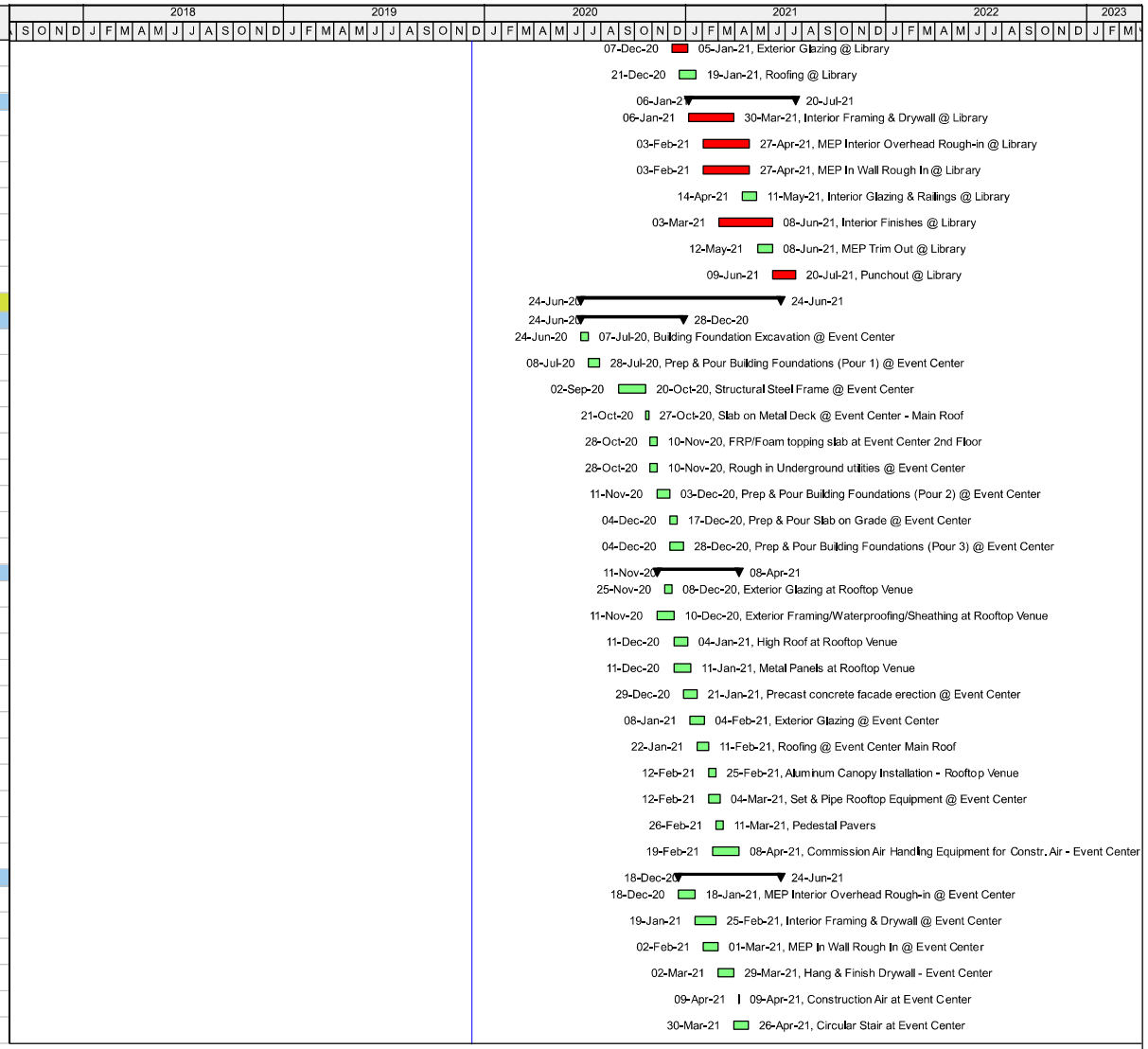


Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

***Overall Project Schedule Owner**

Project ID: 19589-JP-13a
Data Date: 10-Dec-19
Page 3 of 5

Activity ID	Activity Name	Orig Dur	Start	Finish
A2210	Exterior Glazing @ Library	20	07-Dec-20	05-Jan-21
A2320	Roofing @ Library	20	21-Dec-20	19-Jan-21
Interiors		140	06-Jan-21	20-Jul-21
A2330	Interior Framing & Drywall @ Library	60	06-Jan-21	30-Mar-21
A2250	MEP Interior Overhead Rough-in @ Library	60	03-Feb-21	27-Apr-21
A2340	MEP In Wall Rough In @ Library	60	03-Feb-21	27-Apr-21
A2230	Interior Glazing & Railings @ Library	20	14-Apr-21	11-May-21
A2240	Interior Finishes @ Library	70	03-Mar-21	08-Jun-21
A2260	MEP Trim Out @ Library	20	12-May-21	08-Jun-21
A2270	Punchout @ Library	30	09-Jun-21	20-Jul-21
Event Center		258	24-Jun-20	24-Jun-21
Structures		130	24-Jun-20	28-Dec-20
A2420	Building Foundation Excavation @ Event Center	10	24-Jun-20	07-Jul-20
A2440	Prep & Pour Building Foundations (Pour 1) @ Event Center	15	08-Jul-20	28-Jul-20
A2470	Structural Steel Frame @ Event Center	35	02-Sep-20	20-Oct-20
A3430	Slab on Metal Deck @ Event Center - Main Roof	5	21-Oct-20	27-Oct-20
A2790	FRP/Foam topping slab at Event Center 2nd Floor	10	28-Oct-20	10-Nov-20
A2450	Rough in Underground utilities @ Event Center	10	28-Oct-20	10-Nov-20
A2690	Prep & Pour Building Foundations (Pour 2) @ Event Center	15	11-Nov-20	03-Dec-20
A2460	Prep & Pour Slab on Grade @ Event Center	10	04-Dec-20	17-Dec-20
A2700	Prep & Pour Building Foundations (Pour 3) @ Event Center	15	04-Dec-20	28-Dec-20
Exterior & Roofing		103	11-Nov-20	08-Apr-21
A3450	Exterior Glazing at Rooftop Venue	8	25-Nov-20	08-Dec-20
A2860	Exterior Framing/Waterproofing/Sheathing at Rooftop Venue	20	11-Nov-20	10-Dec-20
A3470	High Roof at Rooftop Venue	15	11-Dec-20	04-Jan-21
A2770	Metal Panels at Rooftop Venue	20	11-Dec-20	11-Jan-21
A2500	Precast concrete facade erection @ Event Center	18	29-Dec-20	21-Jan-21
A2510	Exterior Glazing @ Event Center	20	08-Jan-21	04-Feb-21
A2490	Roofing @ Event Center Main Roof	15	22-Jan-21	11-Feb-21
A3480	Aluminum Canopy Installation - Rooftop Venue	10	12-Feb-21	25-Feb-21
A3460	Set & Pipe Rooftop Equipment @ Event Center	15	12-Feb-21	04-Mar-21
A3490	Pedestal Pavers	10	26-Feb-21	11-Mar-21
A3560	Commission Air Handling Equipment for Constr. Air - Event Center	35	19-Feb-21	08-Apr-21
Interiors		133	18-Dec-20	24-Jun-21
A2520	MEP Interior Overhead Rough-in @ Event Center	20	18-Dec-20	18-Jan-21
A2530	Interior Framing & Drywall @ Event Center	28	19-Jan-21	25-Feb-21
A2540	MEP In Wall Rough In @ Event Center	20	02-Feb-21	01-Mar-21
A3500	Hang & Finish Drywall - Event Center	20	02-Mar-21	29-Mar-21
A3550	Construction Air at Event Center	0	09-Apr-21	09-Apr-21
A3580	Circular Stair at Event Center	20	30-Mar-21	26-Apr-21



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

***Overall Project Schedule Owner**

Project ID: 19589-JP-13a
Data Date: 10-Dec-19
Page 4 of 5

Activity ID	Activity Name	Orig Dur	Start	Finish
A3510	Spray Insulation at Event Center	20	30-Mar-21	26-Apr-21
A2560	Interior Glazing & Railings @ Event Center	15	09-Apr-21	29-Apr-21
A3570	MDF Wall Panels	20	09-Apr-21	06-May-21
A3540	Rulon Wall Panels	20	09-Apr-21	06-May-21
A3530	Ceiling Trim at Event Center	10	27-Apr-21	10-May-21
A3590	Rulon panels at Center Stair - Event Center	15	27-Apr-21	17-May-21
A3520	Polished Concrete @ Event Center	15	27-Apr-21	17-May-21
A2570	MEP Trim Out @ Event Center	20	07-May-21	03-Jun-21
A2580	Punchout @ Event Center	15	04-Jun-21	24-Jun-21
Porte Cochere		**215**	**08-Jul-20**	**10-May-21**
Structures		**113**	**08-Jul-20**	**15-Dec-20**
A2710	Building Foundation Excavation @ Porte Cochere	5	08-Jul-20	14-Jul-20
A2720	Prep & Pour Building Foundations (Pour 1) @ Porte Cochere	8	29-Jul-20	07-Aug-20
A2730	Structural Steel Frame @ Porte Cochere	13	21-Oct-20	06-Nov-20
A2750	Prep & Pour Building Foundations (Pour 2) @ Porte Cochere	8	04-Dec-20	15-Dec-20
Exterior/Roofing		**31**	**22-Jan-21**	**05-Mar-21**
A2780	Precast concrete facade erection @ Porte Cochere	11	22-Jan-21	05-Feb-21
A2800	Roofing @ Porte Cochere	8	12-Feb-21	23-Feb-21
A2820	Oculus/ Skylight @ Porte Cochere	8	24-Feb-21	05-Mar-21
Interiors		**52**	**26-Feb-21**	**10-May-21**
A2810	MEP Interior Overhead Rough-in @ Porte Cochere	10	04-Mar-21	17-Mar-21
A2830	Interior Framing & Drywall @ Porte Cochere	14	26-Feb-21	17-Mar-21
A2850	Ceiling Finishes @ Porte Cochere	15	18-Mar-21	07-Apr-21
A2840	MEP Trim Out @ Porte Cochere	10	01-Apr-21	14-Apr-21
A2870	Punchout @ Porte Cochere	8	29-Apr-21	10-May-21
Final Inspections/Occupancy		**41**	**11-May-21**	**06-Jul-21**
A2880	Final Inspections & Testing @ Porte Cochere	8	11-May-21	20-May-21
A2890	Certificate of Occupancy @ Porte Cochere	5	21-May-21	27-May-21
A2360	Final Inspections & Testing @ Event Center	15	04-Jun-21	24-Jun-21
A2350	Final Inspecations & Testing @ Library	15	09-Jun-21	29-Jun-21
A2380	Certificate of Occupancy @ Event Center	5	25-Jun-21	01-Jul-21
A2370	Certificate of Occupancy @ Library	5	30-Jun-21	06-Jul-21

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

***Overall Project Schedule Owner**

Project ID: 19589-JP-13a
Data Date: 10-Dec-19
Page 5 of 5

5 Drawing Log

BRASFIELD & GORRIE GENERAL CONTRACTORS

DRAWING LOG

Date	**12.10.2019**		
Project Name	**WINTER PARK LIBRARY AND EVENTS CENTER**		
Owner	**CITY OF WINTER PARK**		
Drawing Stage	**CONSTRUCTION DOCUMENTS**		
Architect	**HUNTON BRADY ARCHITECTS**		
NUMBER	**TITLE**	**DRAWING STAGE**	**DATE**
	VOLUME 1		
G001	COVER SHEET - VOLUME 1	ADDENDUM 1	11.19.2019
G011	DRAWING INDEX - VOLUME 1	ADDENDUM 1	11.19.2019
G100	PROJECT DATA	CONSTRUCTION DOCUMENTS	10.22.2019
G101	LIFE SAFETY PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
G110	LIFE SAFETY PLAN - 1ST LEVEL - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
G111	LIFE SAFETY PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
G112	LIFE SAFETY PLAN - 1ST LEVEL - AREA 2 - EVENT CENTER	ADDENDUM 1	11.19.2019
G121	LIFE SAFETY PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
G122	LIFE SAFETY PLAN - 2ND LEVEL - AREA 2 - EVENT CENTER	ADDENDUM 1	11.19.2019
BS001	BOUNDARY & TOPOGRAPHIC SURVEY	CONSTRUCTION DOCUMENTS	10.22.2019
BS002	BOUNDARY & TOPOGRAPHIC SURVEY	CONSTRUCTION DOCUMENTS	10.22.2019
BS003	BOUNDARY & TOPOGRAPHIC SURVEY	CONSTRUCTION DOCUMENTS	10.22.2019
BS004	BOUNDARY & TOPOGRAPHIC SURVEY	CONSTRUCTION DOCUMENTS	10.22.2019
BS005	BOUNDARY & TOPOGRAPHIC SURVEY	CONSTRUCTION DOCUMENTS	10.22.2019
BS006	BOUNDARY & TOPOGRAPHIC SURVEY	CONSTRUCTION DOCUMENTS	10.22.2019
C000	COVER SHEET	CONSTRUCTION DOCUMENTS	10.22.2019
C001	GENERAL NOTES	CONSTRUCTION DOCUMENTS	10.22.2019
C011	EXISTING CONDITIONS PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
C012	EROSION CONTROL - PHASE I	CONSTRUCTION DOCUMENTS	10.22.2019
C013	EROSION CONTROL - PHASE II	CONSTRUCTION DOCUMENTS	10.22.2019
C110	SITE PLAN	ADDENDUM 1	11.19.2019
C111	SITE PLAN - ALTERNATES	ADDENDUM 1	11.19.2019
C210	GRADING PLAN	ADDENDUM 1	11.19.2019
C310	STORMWATER PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
C311	SLOT DRAIN LOCATIONS	CONSTRUCTION DOCUMENTS	10.22.2019
C410	UTILITY PLAN	ADDENDUM 1	11.19.2019
C510	EROSION CONTROL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
C520	SITE DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
C521	SITE DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
C530	STORMWATER DETAILS	ADDENDUM 1	11.19.2019
C531	STORMWATER DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
C540	UTILITY DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
C541	UTILITY DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
L001	ABBREVIATIONS, NOTES, AND SYMBOLS	ADDENDUM 1	11.19.2019
L011	TREE REMOVAL & PRESERVATION PLAN	ADDENDUM 1	11.19.2019
L100	OVERALL KEY PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
L300	HARDSCAPE SCHEDULE AND REFERENCE IMAGES	ADDENDUM 1	11.19.2019
L301	HARDSCAPE PLAN	ADDENDUM 1	11.19.2019
L302	HARDSCAPE PLAN	ADDENDUM 1	11.19.2019
L303	HARDSCAPE ENLARGEMENT PLAN	ADDENDUM 1	11.19.2019
L401	HARDSCAPE DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
L402	HARDSCAPE DETAILS	ADDENDUM 1	11.19.2019
L403	HARDSCAPE DETAILS	ADDENDUM 1	11.19.2019
L404	HARDSCAPE DETAILS	ADDENDUM 1	11.19.2019
L700	LANDSCAPE SCHEDULE AND REFERENCE IMAGES	ADDENDUM 1	11.19.2019
L701	TREE PLANTING PLAN	ADDENDUM 1	11.19.2019
L702	TREE PLANTING PLAN	ADDENDUM 1	11.19.2019
L751	SHRUB PLANTING PLAN	ADDENDUM 1	11.19.2019
L752	SHRUB PLANTING PLAN	ADDENDUM 1	11.19.2019
L791	PLANTING DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
L801	IRRIGATION PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
L802	IRRIGATION PLAN	CONSTRUCTION DOCUMENTS	10.22.2019

BRASFIELD & GORRIE GENERAL CONTRACTORS

DRAWING LOG

Date	**12.10.2019**		
Project Name	**WINTER PARK LIBRARY AND EVENTS CENTER**		
Owner	**CITY OF WINTER PARK**		
Drawing Stage	**CONSTRUCTION DOCUMENTS**		
Architect	**HUNTON BRADY ARCHITECTS**		
NUMBER	**TITLE**	**DRAWING STAGE**	**DATE**
L803	IRRIGATION LEGEND, NOTES & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
S001	ABBREVIATIONS SYMBOLS AND SHEET INDEX	CONSTRUCTION DOCUMENTS	10.22.2019
S002	STRUCTURAL GENERAL NOTES	CONSTRUCTION DOCUMENTS	10.22.2019
S003	STRUCTURAL GENERAL NOTES CONTINUED AND THRESHOLD INSPECTION	CONSTRUCTION DOCUMENTS	10.22.2019
S004	COMPONENT WIND CRITERIA	CONSTRUCTION DOCUMENTS	10.22.2019
S100	FOUNDATION PLAN - BASEMENT LEVEL - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
S101	FOUNDATION / SLAB PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
S110	FOUNDATION / SLAB PLAN - 1ST LEVEL - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
S111	FOUNDATION / SLAB - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
S112	FOUNDATION / SLAB - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
S113	FOUNDATION / FRAMING PLAN - 1ST LEVEL & ROOF FRAMING PLAN - AREA 3	ADDENDUM 1	11.19.2019
S120	FRAMING PLAN - 2ND LEVEL - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
S121	FRAMING PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
S130	ROOF FRAMING PLAN - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
S131	ROOF FRAMING PLAN - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
S132	ROOF FRAMING PLAN - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
S133	HIGH ROOF FRAMING PLAN - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
S501	ENLARGED PLANS	ADDENDUM 1	11.19.2019
S502	ENLARGED PLAN - CORNER COLUMN BASE LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
S503	ENLARGED PLAN - CORNER COLUMN BASE EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
S504	ENLARGED PLAN - CORNER COLUMN BASE PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
S601	EXTERIOR FRAMING ELEVATIONS - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
S602	EXTERIOR FRAMING ELEVATIONS - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
S603	EXTERIOR FRAMING ELEVATIONS - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
S604	EXTERIOR FRAMING ELEVATIONS - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
S605	EXTERIOR FRAMING ELEVATIONS - PORTE COCHERE	ADDENDUM 1	11.19.2019
S611	INTERIOR FRAMING ELEVATIONS - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
S612	INTERIOR FRAMING ELEVATIONS - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
S613	INTERIOR FRAMING ELEVATIONS - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
S701	FOUNDATION SECTIONS & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
S702	FOUNDATION SECTIONS & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
S711	FRAMING SECTIONS & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
S712	FRAMING SECTIONS & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
S713	FRAMING SECTIONS & DETAILS	ADDENDUM 1	11.19.2019
S714	FRAMING SECTIONS & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
S715	FRAMING SECTIONS & DETAILS	ADDENDUM 1	11.19.2019
S716	FRAMING SECTIONS & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
S717	FRAMING SECTIONS & DETAILS	ADDENDUM 1	11.19.2019
A001	ARCHITECTURAL NOTES AND SYMBOL LEGEND	CONSTRUCTION DOCUMENTS	10.22.2019
A011	ARCHITECTURAL SITE PLAN	ADDENDUM 1	11.19.2019
A101	FLOOR PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A110	FLOOR PLAN - 1ST LEVEL - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
A111	FLOOR PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A112	FLOOR PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A113	FLOOR PLAN - 1ST LEVEL AND ROOF PLAN - AREA 3 - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
A120	FLOOR PLAN - 2ND LEVEL - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
A121	FLOOR PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A121F	FIRE RATING PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A122	FLOOR PLAN - 2ND LEVEL AND ROOF - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A122F	FIRE RATING PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A130	ROOF PLAN - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
A131	ROOF PLAN - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A132	HIGH ROOF PLAN - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019

BRASFIELD & GORRIE GENERAL CONTRACTORS

DRAWING LOG

Date	**12.10.2019**		
Project Name	**WINTER PARK LIBRARY AND EVENTS CENTER**		
Owner	**CITY OF WINTER PARK**		
Drawing Stage	**CONSTRUCTION DOCUMENTS**		
Architect	**HUNTON BRADY ARCHITECTS**		
NUMBER	**TITLE**	**DRAWING STAGE**	**DATE**
A201	EXTERIOR ELEVATIONS - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A202	EXTERIOR ELEVATIONS - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A203	EXTERIOR ELEVATIONS - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A204	EXTERIOR ELEVATIONS - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A205	EXTERIOR ELEVATIONS - AREA 3 - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
A206	ENLARGED EXTERIOR ELEVATIONS	CONSTRUCTION DOCUMENTS	10.22.2019
A207	EXTERIOR 3D VIEWS - OVERALL	CONSTRUCTION DOCUMENTS	10.22.2019
A208	EXTERIOR 3D VIEWS - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A209	EXTERIOR 3D VIEWS - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A210	EXTERIOR 3D VIEWS - AREA 3 - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
A211	EXTERIOR GLAZED OPENING TYPES - LIBRARY	ADDENDUM 1	11.19.2019
A212	EXTERIOR GLAZED OPENING TYPES - LIBRARY	ADDENDUM 1	11.19.2019
A213	EXTERIOR GLAZED OPENING TYPES - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A214	EXTERIOR GLAZED OPENING TYPES - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A221	BUILDING SECTIONS - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A222	BUILDING SECTIONS - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A223	BUILDING SECTIONS - AREA 3 - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
A231	EXTERIOR WALL SECTIONS - LIBRARY	ADDENDUM 1	11.19.2019
A232	EXTERIOR WALL SECTIONS - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A233	EXTERIOR WALL SECTIONS - LIBRARY	ADDENDUM 1	11.19.2019
A234	EXTERIOR WALL SECTIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A235	EXTERIOR WALL SECTIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A236	EXTERIOR WALL SECTIONS - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A237	EXTERIOR WALL SECTIONS - PORTE COCHERE	ADDENDUM 1	11.19.2019
A241	EXTERIOR SECTION DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
A242	EXTERIOR SECTION & PLAN DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
A243	EXTERIOR SECTION DETAILS - LIBRARY AND EVENTS CENTER	ADDENDUM 1	11.19.2019
A244	EXTERIOR SECTION DETAILS - LIBRARY AND EVENTS CENTER	ADDENDUM 1	11.19.2019
A245	EXTERIOR SECTION DETAILS - LIBRARY AND EVENTS CENTER	ADDENDUM 1	11.19.2019
A246	EXTERIOR SECTION DETAILS - LIBRARY AND EVENTS CENTER	ADDENDUM 1	11.19.2019
A247	EXTERIOR SECTION DETAILS - LIBRARY AND EVENTS CENTER	ADDENDUM 1	11.19.2019
A248	EXTERIOR SECTION DETAILS - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
A251	EXTERIOR PLAN DETAILS - LIBRARY AND EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A252	EXTERIOR PLAN DETAILS - LIBRARY AND EVENTS CENTER	ADDENDUM 1	11.19.2019
A253	EXTERIOR PLAN DETAILS - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
A301	ENLARGED ELEVATOR PLANS AND SECTIONS	CONSTRUCTION DOCUMENTS	10.22.2019
A311	ELEVATOR SECTION AND DETAILS	ADDENDUM 1	11.19.2019
A321	ENLARGED STAIR 1 PLANS AND SECTIONS - LIBRARY	ADDENDUM 1	11.19.2019
A322	ENLARGED STAIRS 2-4 PLANS AND SECTIONS - LIBRARY	ADDENDUM 1	11.19.2019
A331	ENLARGED STAIR 2 PLANS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A332	ENLARGED STAIR 2 SECTIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A333	ENLARGED STAIR 2 SECTIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A334	ENLARGED STAIR 1 PLANS AND SECTIONS - EVENT CENTER	ADDENDUM 1	11.19.2019
A341	STAIR DETAILS - TYPICAL	CONSTRUCTION DOCUMENTS	10.22.2019
A342	STAIR DETAILS - DECORATIVE	ADDENDUM 1	11.19.2019
A501	REFLECTED CEILING PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A511	REFLECTED CEILING PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A512	REFLECTED CEILING PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A513	REFLECTED CEILING PLAN - 1ST LEVEL - AREA 3 - PORTE COCHERE	ADDENDUM 1	11.19.2019
A521	REFLECTED CEILING PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A522	REFLECTED CEILING PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A600	FINISH LEGEND AND NOTES	ADDENDUM 1	11.19.2019
A601	FINISH PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019

BRASFIELD & GORRIE GENERAL CONTRACTORS

DRAWING LOG

Date	**12.10.2019**		
Project Name	**WINTER PARK LIBRARY AND EVENTS CENTER**		
Owner	**CITY OF WINTER PARK**		
Drawing Stage	**CONSTRUCTION DOCUMENTS**		
Architect	**HUNTON BRADY ARCHITECTS**		
NUMBER	**TITLE**	**DRAWING STAGE**	**DATE**
A611	FINISH PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A612	FINISH PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A621	FINISH PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A622	FINISH PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A801	ENLARGED PLAN - 1ST LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A802	ENLARGED PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A803	ENLARGED PLAN - 1ST LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A804	ENLARGED PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A805	ENLARGED PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A806	ENLARGED PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A807	ENLARGED PLANS - 1ST LEVEL - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A808	ENLARGED PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A809	ENLARGED PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A810	ENLARGED PLANS - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A811	ENLARGED PLANS - TOILET ROOMS - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
A812	ENLARGED PLANS - TOILET ROOMS - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
A821	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A822	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A823	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A824	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A825	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A826	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A827	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A828	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A829	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A830	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A831	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A832	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A833	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A834	INTERIOR ELEVATIONS - LIBRARY	ADDENDUM 1	11.19.2019
A835	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A836	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A837	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A838	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A839	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A840	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A841	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A842	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A843	INTERIOR ELEVATIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A851	INTERIOR 3D VIEWS	CONSTRUCTION DOCUMENTS	10.22.2019
A861	INTERIOR WALL SECTIONS - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
A862	INTERIOR WALL SECTIONS - LIBRARY	ADDENDUM 1	11.19.2019
A863	INTERIOR WALL SECTIONS - LIBRARY	ADDENDUM 1	11.19.2019
A864	INTERIOR WALL SECTIONS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A865	INTERIOR WALL SECTIONS - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A871	INTERIOR SECTION DETAILS - LIBRARY	ADDENDUM 1	11.19.2019
A872	INTERIOR SECTION DETAILS - LIBRARY	ADDENDUM 1	11.19.2019
A873	INTERIOR SECTION DETAILS - LIBRARY	ADDENDUM 1	11.19.2019
A874	INTERIOR SECTION DETAILS - LIBRARY	ADDENDUM 1	11.19.2019
A875	INTERIOR SECTION DETAILS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A876	INTERIOR SECTION DETAILS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A881	INTERIOR PLAN DETAILS - LIBRARY	ADDENDUM 1	11.19.2019
A882	INTERIOR PLAN DETAILS - LIBRARY	ADDENDUM 1	11.19.2019

BRASFIELD & GORRIE GENERAL CONTRACTORS

DRAWING LOG

Date	**12.10.2019**		
Project Name	**WINTER PARK LIBRARY AND EVENTS CENTER**		
Owner	**CITY OF WINTER PARK**		
Drawing Stage	**CONSTRUCTION DOCUMENTS**		
Architect	**HUNTON BRADY ARCHITECTS**		
NUMBER	**TITLE**	**DRAWING STAGE**	**DATE**
A883	INTERIOR PLAN DETAILS - EVENTS CENTER	ADDENDUM 1	11.19.2019
A884	INTERIOR PLAN DETAILS - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
A891	CASEWORK ENLARGED PLANS AND ELEVATIONS	ADDENDUM 1	11.19.2019
A892	CASEWORK ENLARGED PLANS AND ELEVATIONS	ADDENDUM 1	11.19.2019
A893	CASEWORK DETAILS	ADDENDUM 1	11.19.2019
A894	CASEWORK DETAILS	ADDENDUM 1	11.19.2019
A901	DOOR LEGEND	ADDENDUM 1	11.19.2019
A902	DOOR DETAILS	ADDENDUM 1	11.19.2019
A903	DOOR SCHEDULES	ADDENDUM 1	11.19.2019
A911	INTERIOR GLAZED OPENING TYPES	ADDENDUM 1	11.19.2019
A921	INTERIOR PARTITION TYPES	ADDENDUM 1	11.19.2019
A931	FIRE-RESISTANCE ASSEMBLIES	CONSTRUCTION DOCUMENTS	10.22.2019
A932	FIRE-RESISTANCE ASSEMBLIES	CONSTRUCTION DOCUMENTS	10.22.2019
A933	FIRE-RESISTANCE ASSEMBLIES	CONSTRUCTION DOCUMENTS	10.22.2019
A934	FIRE-RESISTANCE ASSEMBLIES	CONSTRUCTION DOCUMENTS	10.22.2019
A935	FIRE-RESISTANCE DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
A941	TYPICAL MOUNTING HEIGHTS AND LAYOUTS	CONSTRUCTION DOCUMENTS	10.22.2019
A951	MASTER KEYNOTE LEGEND	ADDENDUM 1	11.19.2019
IF100	FURNITURE LEGEND	ADDENDUM 1	11.19.2019
IF101	FURNITURE SCHEDULE	CONSTRUCTION DOCUMENTS	10.22.2019
IF110	FURNITURE PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
IF111	FURNITURE PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
IF112	FURNITURE PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
IF121	FURNITURE PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
IF122	FURNITURE PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
IF131	FURNITURE PLAN - ALTERNATE LAYOUTS	CONSTRUCTION DOCUMENTS	10.22.2019
IF200	BOOK SHELVING LEGEND & DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
IF201	BOOK SHELVING DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
IF211	BOOK SHELVING PLAN - 1ST LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
IF221	BOOK SHELVING PLAN - 2ND LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
	VOLUME 2		
G002	COVER SHEET - VOLUME 2	ADDENDUM 1	11.19.2019
G012	DRAWING INDEX - VOLUME 2	ADDENDUM 1	11.19.2019
F001	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX	CONSTRUCTION DOCUMENTS	10.22.2019
F101	FIRE PROTECTION PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
F111	FIRE PROTECTION PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
F112	FIRE PROTECTION PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
F113	FIRE PROTECTION PLAN - 1ST LEVEL - AREA 3 - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
F121	FIRE PROTECTION PLAN - 2ND LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
F122	FIRE PROTECTION PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
F301	FIRE PROTECTION SECTIONS	ADDENDUM 1	11.19.2019
F701	FIRE PROTECTION DETAILS	ADDENDUM 1	11.19.2019
P001	PLUMBING SYMBOLS, LEGENDS, NOTES AND INDEX	ADDENDUM 1	11.19.2019
P011	PLUMBING SITE PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
P101	PLUMBING PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
P111	PLUMBING PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
P112	PLUMBING PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
P113	PLUMBING PLAN - 1ST LEVEL AND ROOF - AREA 3 - PORTE COCHERE	CONSTRUCTION DOCUMENTS	10.22.2019
P121	PLUMBING PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
P122	PLUMBING PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
P131	PLUMBING ROOF PLAN - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
P132	PLUMBING HIGH ROOF PLAN - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019

BRASFIELD & GORRIE GENERAL CONTRACTORS

DRAWING LOG

Date	**12.10.2019**		
Project Name	**WINTER PARK LIBRARY AND EVENTS CENTER**		
Owner	**CITY OF WINTER PARK**		
Drawing Stage	**CONSTRUCTION DOCUMENTS**		
Architect	**HUNTON BRADY ARCHITECTS**		
NUMBER	**TITLE**	**DRAWING STAGE**	**DATE**
P501	PLUMBING ENLARGED PLANS	ADDENDUM 1	11.19.2019
P502	PLUMBING ENLARGED PLANS	CONSTRUCTION DOCUMENTS	10.22.2019
P503	PLUMBING ENLARGED PLANS	CONSTRUCTION DOCUMENTS	10.22.2019
P601	PLUMBING RISERS	ADDENDUM 1	11.19.2019
P602	PLUMBING RISERS	CONSTRUCTION DOCUMENTS	10.22.2019
P603	PLUMBING RISERS	CONSTRUCTION DOCUMENTS	10.22.2019
P604	PLUMBING RISERS	CONSTRUCTION DOCUMENTS	10.22.2019
P605	PLUMBING RISERS	ADDENDUM 1	11.19.2019
P606	PLUMBING RISERS	ADDENDUM 1	11.19.2019
P701	PLUMBING DETAILS	ADDENDUM 1	11.19.2019
M001	MECHANICAL SYMBOLS, LEGENDS, GENERAL NOTES AND INDEX	CONSTRUCTION DOCUMENTS	10.22.2019
M002	COMMISSIONING AND KITCHEN NOTES	CONSTRUCTION DOCUMENTS	10.22.2019
M101	MECHANICAL PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
M111	MECHANICAL PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
M112	MECHANICAL PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
M121	MECHANICAL PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
M122	MECHANICAL PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
M131	MECHANICAL PLAN - ROOF LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
M401	MECHANICAL SECTIONS & ENLARGED PLANS	CONSTRUCTION DOCUMENTS	10.22.2019
M501	KITCHEN CONSULTANT DRAWINGS	CONSTRUCTION DOCUMENTS	10.22.2019
M701	MECHANICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
M702	MECHANICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
M703	MECHANICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
M704	MECHANICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
M705	MECHANICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
M706	AHU COMPONENTS DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
M707	AHU COMPONENTS DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
M801	MECHANICAL SCHEDULES	ADDENDUM 1	11.19.2019
M802	MECHANICAL SCHEDULES	ADDENDUM 1	11.19.2019
M803	MECHANICAL SCHEDULES	ADDENDUM 1	11.19.2019
M901	MECHANICAL CONTROLS	ADDENDUM 1	11.19.2019
M902	MECHANICAL CONTROLS	CONSTRUCTION DOCUMENTS	10.22.2019
M903	MECHANICAL CONTROLS	ADDENDUM 1	11.19.2019
M904	MECHANICAL CONTROLS	CONSTRUCTION DOCUMENTS	10.22.2019
E001	ELECTRICAL SYMBOLS, LEGENDS, AND INDEX	ADDENDUM 1	11.19.2019
E002	GENERAL NOTES	CONSTRUCTION DOCUMENTS	10.22.2019
E011	ELECTRICAL SITE PLAN	ADDENDUM 1	11.19.2019
E012	ELECTRICAL PLINTH PLAN	ADDENDUM 1	11.19.2019
E013	PHOTOMETRICS PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
E101	POWER PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
E111	POWER PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
E112	POWER PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
E113	POWER PLAN - 1ST LEVEL AND ROOF - AREA 3 - PORTE COCHERE	ADDENDUM 1	11.19.2019
E121	POWER PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
E122	POWER PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
E131	ELECTRICAL ROOF PLAN - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
E132	ELECTRICAL HIGH ROOF PLAN - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
E201	LIGHTING PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
E211	LIGHTING PLAN - 1ST LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
E212	LIGHTING PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
E213	LIGHTING PLAN - 1ST LEVEL AND ROOF - AREA 3 - PORTE COCHERE	ADDENDUM 1	11.19.2019
E221	LIGHTING PLAN - 2ND LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
E222	LIGHTING PLAN - 2ND LEVEL AND ROOF - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019

BRASFIELD & GORRIE GENERAL CONTRACTORS

DRAWING LOG

Date	**12.10.2019**		
Project Name	**WINTER PARK LIBRARY AND EVENTS CENTER**		
Owner	**CITY OF WINTER PARK**		
Drawing Stage	**CONSTRUCTION DOCUMENTS**		
Architect	**HUNTON BRADY ARCHITECTS**		
NUMBER	**TITLE**	**DRAWING STAGE**	**DATE**
E500	ENLARGED PLANS - ELECTRICAL	CONSTRUCTION DOCUMENTS	10.22.2019
E501	ENLARGED PLANS - ELECTRICAL	CONSTRUCTION DOCUMENTS	10.22.2019
E601	POWER RISER DIAGRAM	CONSTRUCTION DOCUMENTS	10.22.2019
E602	FIRE ALARM RISER DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
E701	ELECTRICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
E702	ELECTRICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
E703	ELECTRICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
E704	ELECTRICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
E705	ELECTRICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
E801	LIGHT FIXTURE AND ZONING SCHEDULES	ADDENDUM 1	11.19.2019
E802	MECHANICAL EQUIPMENT CONNECTION SCHEDULE	ADDENDUM 1	11.19.2019
E811	PANEL SCHEDULES	ADDENDUM 1	11.19.2019
E812	PANEL SCHEDULES	ADDENDUM 1	11.19.2019
E813	PANEL SCHEDULES	ADDENDUM 1	11.19.2019
E814	PANEL SCHEDULES	ADDENDUM 1	11.19.2019
T001	TECHNOLOGY SYMBOLS, LEGEND, NOTES, SHEET INDEX	ADDENDUM 1	11.19.2019
T011	TECHNOLOGY SITE PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
T012	SECURITY SITE PLAN	ADDENDUM 1	11.19.2019
T101	VOICE / DATA PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
T111	VOICE / DATA PLAN - 1ST LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
T112	VOICE / DATA PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
T121	VOICE / DATA PLAN - 2ND LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
T122	VOICE / DATA PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	CONSTRUCTION DOCUMENTS	10.22.2019
T201	ADIO VISUAL & SECURITY PLAN - BASEMENT LEVEL - AREA 1 - LIBRARY	CONSTRUCTION DOCUMENTS	10.22.2019
T211	AUDIO VISUAL & SECURITY PLAN - 1ST LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
T212	AUDIO VISUAL & SECURITY PLAN - 1ST LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
T221	AUDIO VISUAL & SECURITY PLAN - 2ND LEVEL - AREA 1 - LIBRARY	ADDENDUM 1	11.19.2019
T222	AUDIO VISUAL & SECURITY PLAN - 2ND LEVEL - AREA 2 - EVENTS CENTER	ADDENDUM 1	11.19.2019
T501	TECHNOLOGY ENLARGED PLANS	ADDENDUM 1	11.19.2019
T601	TECHNOLOGY RISER DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
T611	TECHNOLOGY AV RISER DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
T612	TECHNOLOGY AV RISER DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
T613	TECHNOLOGY AV RISER DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
T614	TECHNOLOGY AV RISER DIAGRAMS	CONSTRUCTION DOCUMENTS	10.22.2019
T615	TECHNOLOGY AV RISER DIAGRAMS	ADDENDUM 1	11.19.2019
T701	VOICE / DATA DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
T702	AUDIO VIDEO DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
T703	SECURITY DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
T704	SECURITY DETAILS	ADDENDUM 1	11.19.2019
FS100	EVENTS CENTER - 1ST LEVEL - KITCHEN EQUIPMENT PLAN, SCHEDULE &	CONSTRUCTION DOCUMENTS	10.22.2019
FS101	EVENTS CENTER - 1ST LEVEL - KITCHEN ELECTRICAL PLAN	CONSTRUCTION DOCUMENTS	10.22.2019
FS102	EVENTS CENTER - 1ST LEVEL - KITCHEN MECHANICAL AND PLUMBING	CONSTRUCTION DOCUMENTS	10.22.2019
FS200	EVENTS CENTER - 2ND LEVEL - KITCHEN EQUIPMENT PLAN, SCHEDULE &	CONSTRUCTION DOCUMENTS	10.22.2019
FS201	EVENTS CENTER - 2ND LEVEL - KITCHEN ELECTRICAL AND PLUMBING	CONSTRUCTION DOCUMENTS	10.22.2019
FS202	FOOD SERVICE MECHANICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
FS203	FOOD SERVICE MECHANICAL DETAILS	CONSTRUCTION DOCUMENTS	10.22.2019
	SPECIFICATIONS		
	CITY OF WINTER PARK LIBRARY AND EVENTS CENTER		
	PROJECT MANUAL - VOLUME 1	CONSTRUCTION DOCUMENTS	10.22.2019
	PROJECT MANUAL - VOLUME 2	CONSTRUCTION DOCUMENTS	10.22.2019

BRASFIELD & GORRIE, L.L.C.
941 West Morse Blvd.
Suite 200
Winter Park, FL 32789

brasfieldgorrie.com

AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

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

A new Winter Park Public Library, Event Center and Parking Facility to be located at approximately the location of the former Civic Center located at 1050 West Morse Boulevard. Winter Park, FL 32789

THE OWNER:
(Name, legal status and address)

City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Brasfield & Gorrie L.L.C
941 West Morse Boulevard. Suite 200
Winter Park, FL 32789

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

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

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

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty Four Million Seventy Two Thousand Three Hundred Ninety Five Dollars and 00/100 ($ 34,072,395.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Section one of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this

Init.
/
AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:01:58 ET on 01/17/2020 under Order No.7820975366 which expires on 03/28/2020, and is not for resale.
User Notes:
(879904630)

Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

See Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

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

Item	Price ($0.00)
See section 3 of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20	

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

See Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:
See Exhibit "E" Supplementary Conditions of Contract Dated 1/16/20, which is attached hereto and incorporated into the Contract Documents.

Document	Title	Date	Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
See section 5 of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
See section 5 of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

Number	Title	Date

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

See Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

ARTICLE A.2
§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:58 ET on 01/17/2020 under Order No.7820975366 which expires on 03/28/2020, and is not for resale.
User Notes: (879904630)

As a revision to the substantial completion date in the second sentence of section 2.3.1.2. of the A133 Agreement, assuming the site is prepared for Construction Manager's work to start on or before March 9, 2020, the date of Substantial Completion is July 6, 2021

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:58 ET on 01/17/2020 under Order No.7820975366 which expires on 03/28/2020, and is not for resale.
User Notes:
(879904630)

Additions and Deletions Report for
AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:01:58 ET on 01/17/2020.

PAGE 1

A new Winter Park Public Library, Event Center and Parking Facility to be located at approximately the location of the former Civic Center located at 1050 West Morse Boulevard. Winter Park, FL 32789

...

(Name, legal status and address)

City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

...

Brasfield & Gorrie L.L.C
941 West Morse Boulevard. Suite 200
Winter Park. FL 32789

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty Four Million Seventy Two Thousand Three Hundred Ninety Five Dollars and 00/100 ($ 34,072,395.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Section one of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

PAGE 2

See Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

...

See section 3 of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

...

Additions and Deletions Report for AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:58 ET on 01/17/2020 under Order No.7820975366 which expires on 03/28/2020, and is not for resale.
User Notes:

See Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

...

See Exhibit "E" Supplementary Conditions of Contract Dated 1/16/20, which is attached hereto and incorporated into the Contract Documents.

...

See section 5 of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

...

See section 5 of Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

...

See Exhibit "D" to Contract Construction Documents GMP Proposal Winter Park Library and Events Center" Dated 1/16/20

PAGE 3

As a revision to the substantial completion date in the second sentence of section 2.3.1.2. of the A133 Agreement, assuming the site is prepared for Construction Manager's work to start on or before March 9, 2020, the date of Substantial Completion is July 6, 2021

Additions and Deletions Report for AIA Document A133™ – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:58 ET on 01/17/2020 under Order No.7820975366 which expires on 03/28/2020, and is not for resale.
User Notes: (879904630)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:01:58 ET on 01/17/2020 under Order No. 7820975366 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:01:58 ET on 01/17/2020 under Order No.7820975366 which expires on 03/28/2020, and is not for resale.
User Notes:

(879904630)

SUPPLEMENTAL CONDITIONS & RATES
EXHIBIT "E" 1/16/20

A. Supplemental Conditions

Insurance & Bonding: In accordance with the CMAR Fee proposal, the Guaranteed Maximum Price shall include, and Construction Manager will charge, a fixed rate equal to 3.52% of the Contract Sum to cover Construction Manager's costs for all liability insurance, umbrella insurance, risk management, and Corporate Safety Program, Payment & Performance Bond and Subcontractor Default Protection program. Cost of all insurance deductibles are billable as a Cost of the Work item. The 3.52% of the Contract Sum stated above is already included in the Guaranteed Maximum Price, and is not in addition to such.

Adverse Weather Events: Adverse weather events for the purposes of Construction Manager seeking an equitable extension of time pursuant to §8.3.1 of the General Conditions are those days when Contractor cannot proceed with Work on the critical path for more than four (4) hours in a day because of any of the following:

A. Precipitation that is abnormal for the period of time and in measured excess of the Central Florida daily averages for duration and volume, as measured by the precipitation gauge kept at the Project site or within the City of Winter Park.
B. Wet building (caused solely by adverse weather events) component surfaces (examples include welding work, fireproofing application, EIFS application, and roofing application).
C. Wind speeds, as measured by a Project site gauge, exceeding those permissible to use equipment or to perform certain tasks safely (example includes not being able to safely use crane(s) or other aerial equipment for erection of the building structure).
D. Installation of temporary protection measures and/or dismantling of equipment necessary to prepare the Project site for Adverse weather events, such as named storms and flooding; removal of temporary protections, clean-up, and restoration of Project site as needed to resume construction activities once site clearance is granted by the authority having jurisdiction.

In no event does this provision amend the provisions of the Contract Documents, including, without limitation, § 8.3.3 of the General Conditions.

Contingency Use: CM contingency shall be for Construction Manager's use to cover verifiable reimbursable costs under the Contract Documents, including, but not limited to, sequencing changes, coordination issues, manpower adjustments, use of temporary measures to facilitate the Work, and buyout or scope gap mitigation. Use of the CM contingency shall be tracked and reviewed on at least a monthly basis with the Owner to verify costs are reimbursable by the Contract. This CM contingency is not intended to cover further design development, design errors or omissions, scope changes, unforeseen subsurface conditions, or other conditions that constitute a change in the Work or entitle Construction Manager to an increase in the Contract Sum and Guaranteed Maximum Price in accordance with the Contract.

Audit Provisions: Audit provisions in the agreement shall apply to all costs reimbursable as Cost of the Work except: 1) fixed or lump-sum general conditions costs; 2) Work that is self-performed by Construction Manager on a lump-sum basis; 3) preconstruction costs; and 4) any cost based upon a rate or sum stipulated in this Agreement. In the course of any audit of Construction Manager's records, Owner acknowledges Construction Manager will incur personnel expenses in preparing for and responding to auditor requests and agrees that these costs will be reimbursable in accordance with the rates set forth in this Rates Exhibit.

GMP/Cost/Cost Management log : Construction Manager acknowledges that Owner's current construction budget for the Project is the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment. As the Contract Documents are completed, Owner, Architect, and Construction Manager will work together to develop a scope of Work that is within the Guaranteed Maximum Price (the Construction Documents) for the Project. If the

design or scope of Work exceeds the Guaranteed Maximum Price, the Owner, Architect, and Construction Manager will work to modify the design and/or scope of Work to a cost within the Guaranteed Maximum Price, or the Owner will obtain additional funds to increase the Guaranteed Maximum Price. The Owner acknowledges that any such value-analysis modifications proposed by the Construction Manager are not considered design modifications or substitutions. If the Owner accepts any value-analysis proposals and includes such modifications in the final design for the Project, the Construction Manager will have no responsibility for the design of the modification or substitution. Construction Manager's only obligation for the modification or substitution will be to provide the reduction in cost associated with the modification and/or substitution and to perform the Work according to the terms of the Contract Documents.

B. Contractor Personnel Reimbursement

The rates set forth in the Rates Exhibit, attached hereto, shall be charged for Construction Manager's management, estimating, supervisory, and administrative personnel for time spent by each individual working for the Project at the jobsite, jobsite office, home office, or other offices. Such rates represent the total payment by Owner per hour for each individual that may work for the Construction Phase of the Project, whether or not located at the Project site. These rates have been established by the mutual agreement of Construction Manager and Owner and will apply throughout the duration of the Construction Phase of the Project, provided that Construction Manager will be allowed to increase the rates annually each January 1st by no more than five percent (5%). The rates set forth in the Rates Exhibit and the potential annual rates increase have been factored into the Guaranteed Maximum Price, and is not in addition to the Guaranteed Maximum Price.

Regional & Divisional Management	**2020 Rate**
Regional President	$195
Regional Vice President	$170
Division Manager	$155
Executive General Superintendent	$180
Regional General Superintendent	$170
Senior General Superintendent	$155
General Superintendent	$155
Regional Operations Manager	$155

Project Management	**2020 Rate**
Operations Manager	$145
Project Director	$145
Senior Project Manager	$130
Senior Manager	$130
Project Manager II	$120
Project Manager I	$105
Assistant Project Manager	$95
Administrative Assistants	**2020 Rate**
Administrative Coordinator	$70
Senior Administrative Assistant	$65
Administrative Assistant	$60

Field Supervision	**2020 Rate**
Senior Superintendent	$135
Superintendent	$110
Assistant Superintendent	$100
Assistant Field Manager	$95
Scheduling	**2020 Rate**
Director Planning & Scheduling	$165
Regional Manager of Planning & Scheduling	$145
Manager of Planning & Scheduling	$135
Senior Planner Scheduler	$130
Planner Scheduler	$115
Assistant Planner Scheduler	$100
Virtual Design & Constr. (VDC) & Project Innovation	**2020 Rate**
Director – VDC / Innov & Ops Tech Director	$135
Regional VDC Manager	$125
Sr. Virtual Design Coordinator/ VDC Manager	$115
Director – VDC / Innov & Ops Tech Director	$105
Asst. Virtual Design Coordinator	$95
Project Accounting	**2020 Rate**
Regional Project Acct Mgr.	$70
Project Accountant Coordinator	$65
Compliance Specialist	$60
Senior Project Accountant	$60
Project Accountant	$55
Assistant Project Accountant	$50

Lean Construction	**2020 Rate**
Director of Lean Construction	$135
Senior Lean Manager	$115
Lean Manager	$105
Assistant Lean Manager	$95
MEP	**2020 Rate**
MEP Staff	$145
Safety	**2020 Rate**
Regional Safety Director/Safety Operations Director	$135
Senior Safety Manager/Project Safety Director	$95
Safety Manager	$75
Legal	**2020 Rate**
Associate General Counsel	$150
Executive Legal Assistant / Legal Assistant	$65

Asst. Marketing Coordinator/ Marketing Coordinator/ Graphic Design	$60
Other **It is understood given the proximity of the project to the CM's office that Project Management, Accounting and Clerical functions will take place outside of the jobsite office and will be reimbursed accordingly.** **Payroll Taxes & Insurance / Labor Burden: 45% of direct labor cost**	**2020 Rate**

*The field engineer rate is exclusive of the field engineering equipment necessary to perform the duties of a field engineer. The hourly rate for the field engineering equipment will be billed at the following hourly rates for each field engineer working on the Project:

- Manual Equipment $6 / Hour
- Field Engineer Robotic $11 / Hour
- Field Engineer iCON Robotic $11 / Hour

C. <u>Information Technology</u>

Owner agrees to reimburse Contractor for the following Information Technology related costs:

- Computer & Technology monthly user charges per the following personnel classifications:

User Charges (per month)	2020 Rate
Field	$725

city commission agenda item

item type Action Items Requiring Discussion	meeting date 1/27/2020
prepared by City Manager	approved by City Manager, City Attorney
board approval N/A final vote	
strategic objective Investment in Public Assets and Infrastructiure	

subject

Consideration of Letter of Intent to Purchase the USPS Property Located at 300 N New York Avenue

motion / recommendation

Review the Letter of Intent (LOI) from the USPS and determine if the Commission wishes to move forward with the potential acquisition of the property located at 300 N. New York Avenue.

background

On October 14, 2019 the City Commission held a work session to discuss the potential acquisition of the USPS property on New York Avenue. The back up provided by Commissioner Cooper at the work session is attached.

On October 28, 2019 the Commission adopted Resolution number 2224-19 supporting that acquisition. Attached is a copy of that Resolution.

City Manager Knight opened a dialogue with the USPS representatives and on December 27, 2019 the USPS representative provided the attached LOI for the City's consideration.

The LOI sets forth the following parameters for the proposed acquisition:
* The City must provide replacement facilities at locations approved by the USPS at the City's cost for both the retail and carrier buildings. At the end, the USPS must own both facilities.
* There is a Fair Market Value adjustment the city would have to pay if the appraised value of the replacement properties do not exceed the value of the current property.
* Requires a $25,000 non-refundable deposit (Project Initiation Fee) upon execution of the LOI to cover the costs of its internal planning efforts.
* Also upon signing the LOI the City would pay a $50,000 Cost Deposit to cover the USPS costs to comply with operational, financial, legal and regulatory requirements. If costs exceed this amount an additional deposit may be required.
* Upon identifying the location of the replacement properties the City would be

required to remit an additional $25,000 (Project Continuation Fee) for the additional internal planning efforts of the USPS. At this point the parties would agree to a Purchase and Sales Agreement (PSA).

* City is responsible for site design costs.
* City is required to pay for equipping the new facilities if the USPS determines its existing equipment cannot be used.
* City would pay the cost of moving the operations to the new facilities.

There are other provisions in the LOI but the above are the major ones.

Also attached is a memo from the City Attorney reviewing the LOI. As of this writing a counter proposal has not been offered.

It is difficult at this stage to put a definite total cost for the acquisition. To get a better idea of the total costs the commission would need to approve the LOI and move forward to the PSA level. To do so would require the $25,000 non-refundable deposit mentioned above and the $50,000 Cost Deposit. The city would then need to locate sites acceptable to the USPS for the replacement facilities. At that point a more firm cost could be established.

At the October 14, 2019 work session we discussed a range of probable cost of $4.6 to $8.8 million. Those numbers assumed there would be no land acquisition for the retail component.

Should the Commission decide to approve the LOI there are three options for funding the first deposits. The CRA, General Fund Reserves or Parks Acquisition Funds.

It is important to note that we would not be committing to the entire purchase. At the PSA approval stage the Commission would have the option of stopping the process if the price is higher than it is willing to pay.

alternatives / other considerations

fiscal impact

At this stage the Commission would be committing to a $25,000 non-refundable deposit and a $50,000 cost deposit.

ATTACHMENTS:

Description	Upload Date	Type
Letter of Intent	1/16/2020	Cover Memo
Resolution 2224-19	1/16/2020	Cover Memo
USPS Facility Requirements	1/17/2020	Cover Memo
Back up form Oct 14, 2019 Commission Work Session	1/17/2020	Cover Memo
City Attorney review of LOI	1/21/2020	Cover Memo

December 27, 2019

City of Winter Park, FL
401 Park Ave. South
Winter Park, FL 32789
Attn: Randy Knight

RE: Potential Sale of Winter Park Main Post Office

Dear Mr. Knight:

The City of Winter Park ("**Purchaser**") has expressed interest in acquiring the above referenced Postal Service property and relocating the Postal Service's operations. The Postal Service is willing to discuss that potential transaction based on the proposed terms outlined in this letter. Please review these proposed terms and contact me with any questions. If these proposed terms are acceptable, please execute the letter and return it to me. The terms set forth in this letter will expire if an executed copy is not returned to me within thirty (30) days of the date set forth above.

Proposed Terms.

Property Potentially for Sale	Winter Park Main Post Office, with a street address of 300 N New York Ave, Winter Park, FL (the "**USPS Property**"). Excluded from the sale are all intangibles, including artwork, and all rights to the use of USPS marks, including all trademarks, service marks, trade names, brands, and domain names, containing the terms "POST OFFICE, "UNITED STATES POSTAL SERVICE," "U.S. POSTAL SERVICE," "POSTAL SERVICE," and "USPS" in any form or format, with or without any accompanying design or additional terms, and regardless of spacing, logos, images, insignia, and other intangibles and USPS intellectual property.
Purchaser	City of Winter Park, FL ("**Purchaser**").
Seller	United States Postal Service, an independent establishment of the Executive Branch of the Government of the United States ("**USPS**").

Purchase Price	The purchase price for the USPS Property would be the sum of: • $1.00 + • Purchaser's conveyance of the Replacement Facilities (defined below) to USPS and relocation of USPS operations to the Replacement Facilities + • The Multi-Facility Adjustment, if applicable + • The FMV Adjustment, if applicable. Multi-Facility Adjustment: USPS gains efficiency and convenience from combining operations in one facility at the USPS Property. If the parties agree to relocate Postal operations into multiple Replacement Facilities, then to offset the decrease in efficiency and convenience, USPS would require increasing the Purchase Price by an amount to be determined. FMV Adjustment: Within 60 days after USPS's approval of the final design and construction plans and drawings, as described in the section titled "Replacement Facilities - Identification and Design Process" below, the parties would engage a qualified appraiser to determine (i) the fair market value of the USPS Property ("**USPS Property FMV**") and the aggregate of the projected fair market values of the Replacement Facilities ("**Replacement Facilities FMV**"), assuming completion of the Replacement Facilities according to the approved final design and construction plans and drawings. • If the USPS Property FMV is *greater than* the Replacement Facilities FMV, then the FMV Adjustment would be an amount equal to the USPS Property FMV minus the Replacement Facilities FMV, calculated as USPS Property FMV - Replacement Facilities FMV = FMV Adjustment • If the USPS Property FMV is *less than* the Replacement Facilities FMV, then the FMV Adjustment would be zero; i.e., there would be no purchase price adjustment. Additionally, except for any size adjustment (discussed below), USPS would not reimburse Purchaser for any costs incurred, even if the aggregate of such costs is greater than the USPS Property FMV.
Project Initiation Fee	Concurrently with counter-signing and returning this letter, Purchaser must deliver a Project Initiation Fee of $25,000 by certified check payable to United States Postal Service. This Project Initiation Fee is consideration for USPS initiating internal planning for the transaction and providing the Search Parameters (described below under "Replacement Facilities.") USPS will have no obligation to refund any portion of the Project Initiation Fee under any circumstances, including termination of negotiations by either party for any or no reason or failure to close the transaction for any reason.

Project Continuance Fee	If the Purchaser identifies one or more sites within the Search Parameters and USPS notifies Purchaser that USPS believes one or more of those identified sites may be feasible, then Purchaser must deliver an additional Project Continuance Fee of $25,000 by certified check payable to the United States Postal Service. This Project Continuance Fee is consideration for USPS dedicating further internal resources for continued planning, seeking approvals, initial due diligence, and initial design work. USPS will have no obligation to refund any portion of the Project Continuance Fee under any circumstances, including termination of negotiations by either party for any reason or no reason or failure to close the transaction for any reason.
Deposit	Upon execution of the PSA, Purchaser must deliver a deposit of an amount to be agreed upon to be held in escrow. If the parties close the transaction, they will apply the deposit toward the purchase price. USPS and Purchaser would include in the PSA certain limited circumstances permitting a partial refund of the deposit.
USPS Property Condition	USPS would convey the USPS Property in strictly AS IS condition. No USPS representations or warranties. The USPS Property may contain asbestos and may contain other hazardous substances. Purchaser would assume all environmental liability for the USPS Property, both on-site and off-site, and all responsibility for remediation and disposal of hazardous substances in accordance with law.
Operative Agreement	Starting with a USPS form, Purchaser and USPS would negotiate a Purchase and Sale Agreement ("**PSA**") consistent with this letter.
Responsibilities for Costs	Purchaser must agree to bear all costs that are necessary or appropriate to accomplish the transaction, including without limitation, USPS's costs to comply with its operational, financial, legal and regulatory requirements. Accordingly, in addition to the Project Initiation Fee, promptly after Purchaser returns an executed copy of this letter, Purchaser must provide a $50,000 initial funding into a USPS designated escrow to pay costs for USPS's initial work to satisfy those compliance requirements. USPS may require Purchaser to add additional funds to the escrow, if costs exceed USPS's estimate. Purchaser and USPS would then negotiate the PSA, while USPS completes its preliminary work. After USPS completes those undertakings and after accounting for all incurred costs, including USPS's estimate of the amount necessary to cover unbilled costs, USPS would direct the escrow agent to refund any amount remaining in the escrow. USPS would have no obligation to refund any amount used or reserved to pay costs, even if USPS terminates the transaction or the transaction fails to close for any reason.

Current Postal Operations at USPS Property	Currently, USPS conducts the primary operations listed below, plus other operations, in a single facility at the USPS Property: • Carrier Operations • Retail Operations USPS may conduct other operations now or in the future at the USPS Property.
Replacement Facilities	To accommodate Purchaser's proposed acquisition, USPS would require another property and facility (such property and facility are together a "**Replacement Facility**") to replace the USPS Property. USPS strongly prefers replacing the USPS Property with a single Replacement Facility. However, as an accommodation to Purchaser, USPS will consider replacing its existing property with two Replacement Facilities ("**Replacement Facilities**"). Because USPS owns the USPS Property, Purchaser must convey ownership of the Replacement Facilities to USPS.
Search Parameters	After the parties exchange executed copies of this letter and USPS receives the Project Initiation Fee, USPS will provide Purchaser with a brief list of certain basic requirements for a single replacement facility and for two replacement facilities ("**Search Parameters**"). Prior to committing to any transaction, USPS may revise the number of replacement facilities it requires, their size and dimensions, their location boundaries, or other attributes. The Search Parameters may include: • Geographic boundaries • Approximate size and dimensions for site and for facility • Parking requirements • Access requirements • Loading dock requirements
Responsibility for Construction	USPS and Purchaser to discuss which party would construct each of the Replacement Facilities. In any event, Purchaser would be responsible for all costs. If USPS constructs a facility, then Purchaser must fund the entire estimated cost into escrow prior to USPS bidding for contracts. If Purchaser constructs the Replacement Facilities, Purchaser must comply with requirements applicable to contractors engaged by USPS, including wage and procurement requirements.
Size Adjustment	If the combined square footage of the Replacement Facilities buildings is larger than the square footage of the USPS Property building, then following USPS acceptance of the Replacement Facilities, USPS would reimburse Purchaser for any increase in construction costs that Purchaser reasonably incurred attributable to the size difference, as reasonably determined by a USPS designated licensed architect.

Purchaser's Title and Property Review	Beginning on the PSA effective date, Purchaser would have 30 days to review the USPS Property's title and physical condition. USPS would have the option, but no obligation, to cure any asserted defects. If USPS opts not to cure, Purchaser would have the option to purchase with those defects or to terminate the PSA. Purchaser would not conduct any invasive testing absent USPS's prior written consent. At closing, USPS may require recordation of a covenant or other agreement with the deed, as necessary to satisfy, in USPS's sole judgment, USPS's obligations under Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR Part 800.
Purchaser Indemnity/Release	Purchaser would indemnify USPS against costs, damages and claims arising out of any Purchaser defaults. After Purchaser acquires title to the USPS Property, Purchaser would indemnify USPS against costs, damages and claims arising out of or related to the USPS Property. Purchaser would fully release and indemnify USPS for environmental contamination or other property conditions.
NEPA, NHPA (106), IGN, 241.4	Before completing this transaction, USPS must comply with several different Federal regulatory requirements for taking into account the anticipated transaction's effects on environmental, historical and certain other interests, as well as input from the community and elected officials. Although these regulations do not mandate a particular outcome, each requires USPS to follow a prescribed process. The length of each process depends on the particular circumstances of the anticipated transaction. USPS would be responsible for its compliance with the applicable Federal regulatory requirements, but at Purchaser's cost. Insofar as these regulations require USPS to seek input from the community, governmental officials and others, and concurrence from state and federal agencies that may impose conditions on their concurrences, if USPS is not satisfied with the results of any of these regulatory processes, then USPS may terminate the transaction or require changes in the terms. Purchaser would cooperate fully with USPS to obtain regulatory approvals. More information about these regulatory requirements can be found at these links: Historic Preservation (NHPA (106)) Environmental Protection (NEPA) Intergovernmental Cooperation (IGN) Relocation of Retail Postal Services (241.4)
Party Approvals	Each party's obligation to close would be contingent on securing necessary internal approvals.
Replacement Facilities -Identification and Design Process	

• **Preliminary Site Selection**	Purchaser to identify potential Replacement Facility site(s) consistent with USPS's Search Parameters. USPS may reject any site for any reason.
• **Site Due Diligence**	USPS to conduct preliminary site due diligence on each preliminarily identified site, using escrowed funds to pay costs.
• **Securing Site**	When USPS approves a potential Replacement Facility site, Purchaser would secure the right to acquire the site (e.g., by purchasing an option).
• **30% Design**	After Purchaser secures the right to acquire the potential Replacement Facility site, then Purchaser would engage an architectural/engineering firm acceptable to USPS to produce design-build drawings according to USPS specifications through the 30% design stage. Purchaser would submit such drawings to USPS for USPS review and approval. Purchaser would pay all costs for USPS's outside consultant's design review. Purchaser must obtain and comply with USPS's design standards, which are extensive and available on CD.
• **70% Design**	If USPS approves the 30% drawings, then Purchaser would cause the A/E firm to produce design-build drawings according to USPS specifications through the 70% design stage. Purchaser would submit such drawings to USPS for USPS review and approval. Purchaser would pay all costs for USPS's outside consultant's design review.
• **Final Design**	If USPS approves the 70% drawings, then Purchaser would cause the A/E firm to produce complete design and construction plans and drawings. Purchaser would submit such drawings to USPS for USPS review and approval. Purchaser would pay all costs for USPS's outside consultant's design review.
• **FMV Adjustment and Site Acquisition**	After USPS's approval of the final design and construction plans and drawings, the parties would determine the FMV Adjustment, as described in the Purchase Price section above. Then, Purchaser would acquire fee simple title to the site for the Replacement Facility on terms and conditions acceptable to USPS (e.g., the seller must have satisfied USPS's title and due diligence concerns).
Construction of Replacement Facility	If the PSA obligates Purchaser to complete the Replacement Facility, then the PSA would prescribe the date(s) by which Purchaser must complete construction of each Replacement Facility. If Purchaser fails to complete each Replacement Facility by its required construction completion date, then USPS would have the option to terminate the PSA without any liability to Purchaser or any third party. Purchaser would bear all costs of construction, change orders, and of USPS's engaging an independent A/E firm to review each Replacement Facility's conformance to USPS's requirements. Purchaser would provide warranties, satisfactory to USPS, covering construction and property conditions.

Equipping Replacement Facility	USPS would identify which existing equipment USPS can relocate and which equipment Purchaser must replace with new equipment. USPS would relocate or replace equipment accordingly, at Purchaser's cost. Additionally, Purchaser would pay associated one-time capital costs. Until the closing, Purchaser would bear all risks of damage to, or loss of, relocated and new equipment.
Closing	Within 30 days after USPS acceptance of the Replacement Facilities, the parties would close on the purchase and sale of the USPS Property, and concurrently, Purchaser would convey good, marketable, lien free, fee simple title of each Replacement Facility to USPS. Purchaser would pay all costs of closing, including taxes, recording charges, escrow fees, and title insurance for USPS. Purchaser would bear all risk of damage to, or loss of, each Replacement Facility through closing.
Relocation of USPS Operations	After closing, USPS, at Purchaser's cost, would relocate USPS operations to the applicable Replacement Facility according to a USPS approved schedule and plan. USPS would deliver possession of the USPS Property after the relocation of all operations is complete.
Outside Date	If closing does not occur by the 2nd anniversary of PSA effective date, then USPS may terminate the agreement, regardless of whether Purchaser has commenced construction, and USPS would have no liability.
Profit Restrictions to Ensure Governmental Purpose	Purchaser Acknowledgment: Purchaser acknowledges that, as an accommodation to Purchaser, USPS is willing to discuss a sale to Purchaser and that otherwise, USPS is not seeking to sell the USPS Property. Further, Purchaser acknowledges that when USPS decides to sell a property, USPS policy generally requires publicly marketing the property for competitive bidding, but allows an exception to forego competitive bidding, upon the recommendation of the Manager, REA or Vice President – Facilities, for sales to state and local governments. The Vice President – Facilities is willing to recommend foregoing competitive bidding and negotiating directly with Purchaser, based upon Purchaser's representation that Purchaser will use the acquired property for governmental purposes to benefit its citizens and Purchaser is not acquiring the property merely to re-sell it for a profit. Restrictions: To support the recommendation for direct negotiation with Purchaser in lieu of competitive bidding, Purchaser must agree to the requirements set forth on Exhibit A.
Termination of LOI	This Letter of Intent shall terminate if Purchaser has not delivered both (i) the Project Continuance Fee into escrow and (ii) a list of proposed sites for a Replacement Facility or Replacement Facilities that meet the Search Parameters, within 60 days after USPS provides Purchaser with the Search Parameters. Thereafter, this Letter of Intent shall terminate if a mutually agreeable Purchase and Sale Agreement has not been executed within one year of the date this Letter of Intent is executed by the Postal Service.

We are providing this letter to further discussions of a possible contract. This letter is not an offer. The terms in the Project Initiation Fee section and in the Project Continuance Fee section above are binding on the parties, but nothing else in this letter is binding on either party. In negotiating the PSA, either party may propose to vary terms or to add or substitute terms. At any time, either party may terminate discussions for any or no reason without any liability. Only a separate written PSA contract that is executed and delivered by both parties will evidence binding obligations. Each party will bear its own costs incurred in the discussions and negotiation of a contract.

If the City wishes to pursue discussions as outlined in this letter, please sign below and return a copy to me, together with the Project Initiation Fee.

Sincerely,

Tom Samra,

Vice President – Facilities

ACCEPTED:
City of Winter Park, FL

By: _____

Print Name: _____

Title: _____

Exhibit A

Profit Restriction Requirements

- Purchaser Representation: In the PSA, Purchaser would represent that Purchaser will use the USPS Property for governmental purposes to benefit its citizens and the Purchaser is not acquiring the property merely to re-sell it for a profit. Purchaser also would represent that it plans to [describe Purchaser plans for the USPS Property.]
- Public Input: The Purchaser would promise not to enter into any agreement, or deliver any letter of intent, memorandum of understanding or similar document, whether or not binding, to convey, lease, license or transfer all or any portion of the USPS Property, and the Purchaser would promise not to convey, lease, license or transfer all or any portion of the USPS Property, without first:
    - Completing a public solicitation seeking bidders for all or the applicable portion of the property, and
    - Obtaining approval of such agreement, letter of intent, memorandum of understanding or similar document, and the anticipated transaction, by the appropriate public decision making bodies, including the Winter Park City Council, after public meetings discussing it.
- Profit Recapture: If Purchaser conveys, leases, licenses or transfers all or any portion of the USPS Property to any private or public person or entity for a profit, then Purchaser immediately would pay USPS, in cash, an amount equal to (1) the profit amount multiplied by (2) the Profit Recapture Percentage in the table below. For this purpose, "profit" means the amount (but only if such amount is positive) equal to (i) aggregate of all cash plus the market value all other consideration Purchaser receives, minus (ii) the USPS Property FMV (see "Purchase Price"), pro-rated by size if Purchaser conveys, leases, licenses or transfers only a portion of the USPS Property. If Purchaser will receive the consideration over time, then the profit will include the present value of future receipts, discounted at the current Applicable Federal Rate matched to the anticipated consideration receipt date.

  In the table below the "Purchaser Acquisition Date" is the date the Purchaser closes its acquisition of the USPS Property and the "Purchaser Transfer Date" is the date the Purchaser conveys, leases, licenses or transfers all or any portion of the USPS Property.

If the Purchaser Transfer Date is:	Then the Profit Recapture Percentage is:
On or before the 5th anniversary of the Purchaser Acquisition Date	100%
After the 5th anniversary of the Purchaser Acquisition Date and on or before the 7th anniversary of the Purchaser Acquisition Date	75%
After the 7th anniversary of the Purchaser Acquisition Date and on or before the 10th anniversary of the Purchaser Acquisition Date	50%
After the 10th anniversary of the Purchaser Acquisition Date	Zero %

DocuSign Envelope ID: 5C8C6B80-77A2-441A-8404-0A660D37AB2F

RESOLUTION NO. 2224-19

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA SUPPORTING THE ACQUISITION OF THE PROPERTY CURRENTLY OWNED AND USED BY THE UNITED STATES POSTAL SERVICE FOR THE PURPOSE OF PUBLIC PARKLAND.

WHEREAS, the United States Postal Service (USPS) currently owns the property located at 300 N. New York Avenue in Winter Park (the Property) and has been using said property since 1963 for both retail and distribution functions of the post office, and,

WHEREAS, the Property is located within the heart of downtown Winter Park and is directly adjacent to the City's Central Park and upscale shopping district, and

WHEREAS, the City Commission of Winter Park has recognized that the distribution center located on the Property is not compatible with Central Park, the upscale nature of the surrounding uses, or the desire to promote economic development downtown, and

WHEREAS, alternative nearby local sites are readily available for the construction of a replacement Post Office and

WHEREAS, as the city and surrounding region increases in intensity and density of land uses the need for added green space has grown substantially, and

WHEREAS, parks are a priority of Winter Park and the city guarantees the citizens' a minimum of 10 acres of parkland per 1000 residents; and

WHEREAS, there is a desire to have the Property become park land for the purpose of expanding Central Park for future generations of Winter Park residents and visitors.

WHEREAS, the City of Winter Park desires to purchase the current Winter Park Post Office land from the Federal government to guarantee it will not be sold for commercial purposes and commits to utilize the property as parkland.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

Section 1. The City Commission of the City of Winter Park hereby declares its intention that the Property located at 300 N. New York Avenue be converted to public parkland.

Section 2. The City Commission humbly requests the USPS to work with the City of Winter Park to ensure that the Property becomes park through the sale of this property to the City of Winter Park

Section 3. The City Commission respectfully asks Winter Park Congressional Representatives to assist the City in acquiring the Property in order to stimulate economic development along the New York Avenue corridor and to provide an

expansion of the much-needed green space in this urban environment.

Section 4. The City Commission commits to deed restrict the Property as park land in perpetuity for the recreational use and enjoyment of current and future residents and visitors.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida on the 28th day of October 2019.

Steve Leary
Steve Leary, Mayor

Attest:

Rene Cranis
Rene S. Cranis, City Clerk

USPS Requirements

Carrier Consolidation/Relocation Options:

1) Relocate to stand alone site – Building 21,773 sq/ft on 92,538 sq/ft site
2) Combine Winter Park (MPO) with Metric (WTP-Aloma) – building 28,135 sq/ft on 118,854 sq/ft site
3) Combine Winter Park with Fashion Square Mall (ORL-Mall) – building 26,107 sq/ft on 111,637 sq/ft site
4) Combine all three – building 33,918 sq/ft on 138,678 sq/ft site

Retail Relocation – must remain in downtown. Building 6,874 GSF/6,229 NISF, 62 total parking spaces (55 customer and 7 employee)

Notes on existing Carrier Sites:

Winter Park – 72 Carriers. Zones 32 and 33

Metric (4214 Metric Drive, Winter Park 32792) – 34 Carriers. 15,400 sq/ft building on 70,000 sq/ft site. Lease $150k per year

Fashion Square (800 Warehouse Road, Orlando 32803) – 24 carriers. 15,500 building on 220,000 sq/ft site. Lease 292k per year

Use $160 square foot for carrier buildings plus site development costs

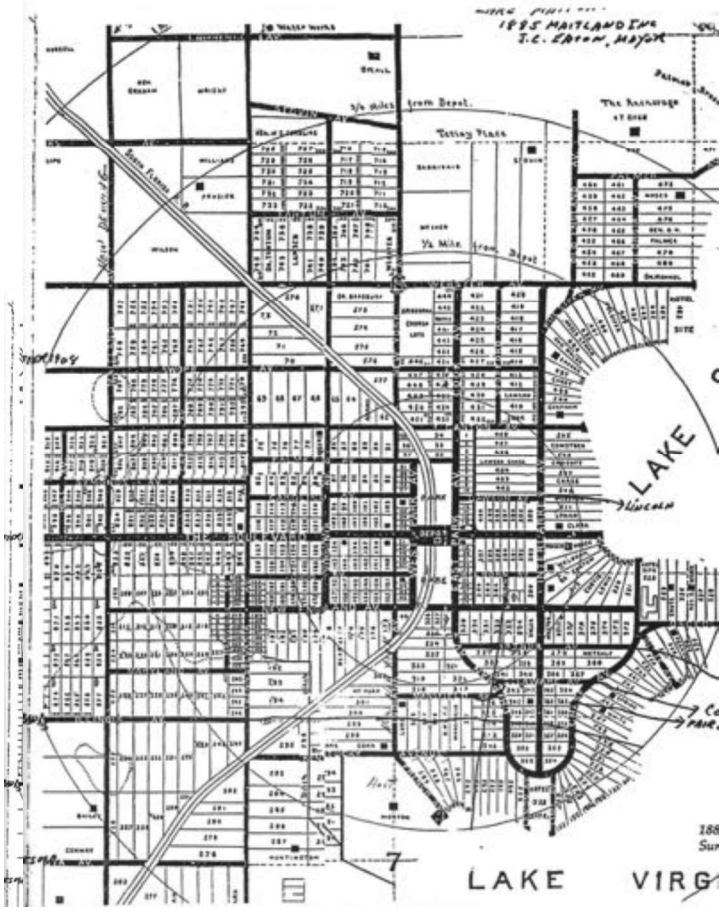
Acquisition of Winter Park Post Office for Expansion of Central Park

October 2019

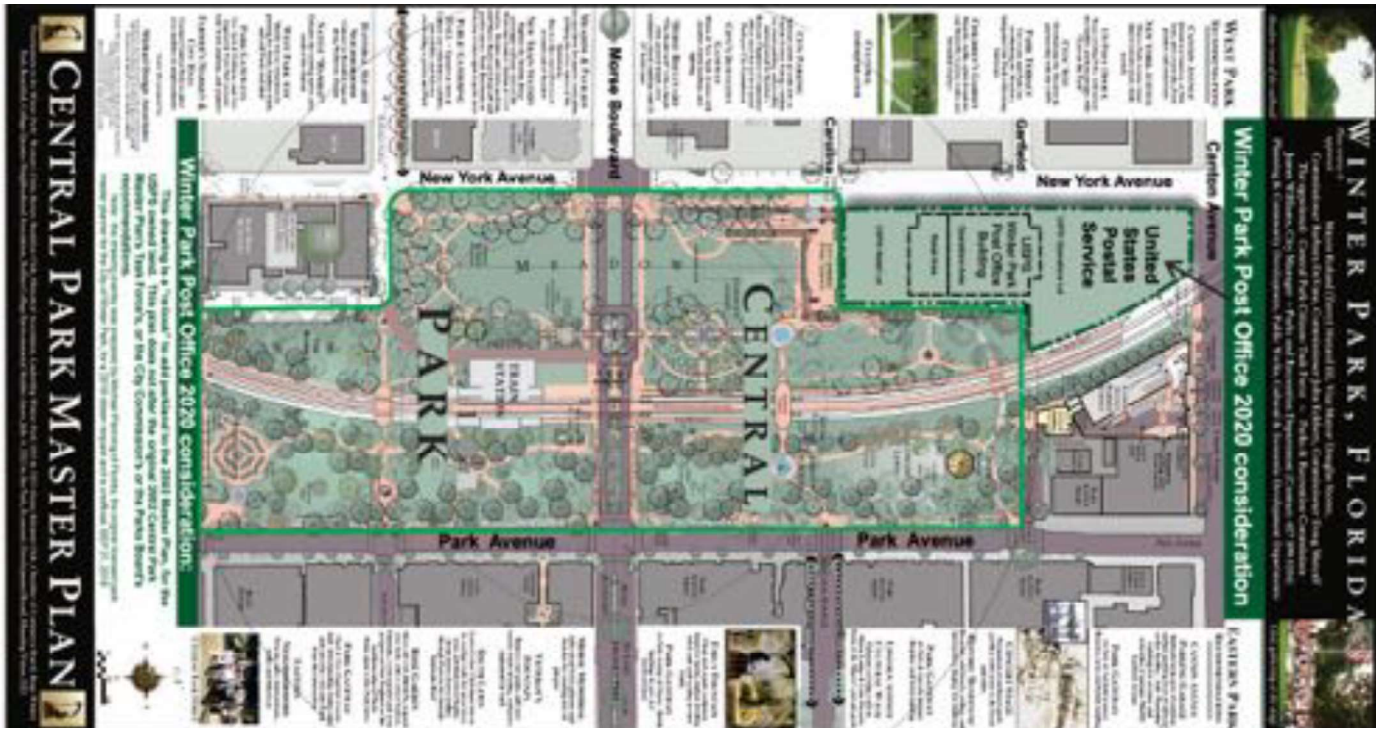
Town Plan: 1881

The only platted park in the Town of Winter Park.

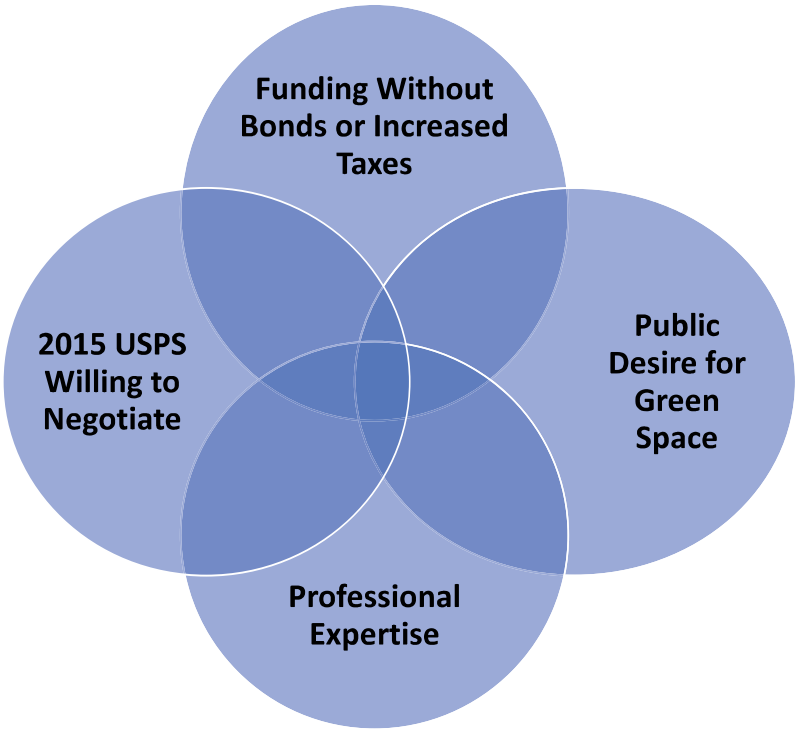
In 1881, Loring Chase, Oliver Chapman and Robinson designed the "Park" as the center piece of the town patterned after a New England "commons," similar to the well-known Boston Commons (1634).



Central Park Master Plan 2002



Expanding Central Park -
Legacy to be Proud Of



History of Strong Community Support

1999

- **City adopted an Ordinance requiring voter approval of any proposed construction on city owned lands in or adjacent to Central Park. (Canton to New England and Park to New York)**

2002

- **A new Central Park Master Plan reflected the City's vision for the future enhancement of Central Park, including expansion west to New York Avenue.**

2004

- **Zoning on the Post Office Property was changed from Government and Institutional use to Central Business District zoning to enable a joint public-private mixed use development adjacent to Central Park.**

2006

- **The National Trust for Historic Preservation, Online Preservation Magazine, identified Winter Park's Central Park as a "Threatened" historic asset stating, "rapid construction of condos, parking garages, and retail space could compromise this tranquil centerpiece of historic Orlando suburb."**

2007

- **Winter Park residents initiated a fund raising campaign, Help Our Park Expand (H.O.P.E.), in an attempt to raise the funds required to acquire the Post Office Property. The H.O.P.E. initiative received 335 pledges and $1.8M in contributions.**

Preliminary Approval @ C-2 Zoning 01/24/05:

C-2 Central Business District Zoning

3-0 Vote of Commission (Preliminary Approval)

4-story Mixed Use

2 levels Underground Parking

~194,000 Square Feet

Floor Area Ratio 220%

Included:

- ~22,000sf Post Office
- ~11,000 Office Space
- ~11,000 Retail
- 130 Condominiums
- 515 Parking Spaces

History of Strong Community Support

2007

- City Commission committed ~ $4M to deter commercial redevelopment of the USPS property.

2008

- The Central Park West Meadow was created from the municipal parking lot located west of Central Park, in furtherance of the Central Park Masterplan. The West Meadow is now home to the annual Autumn Art Festival and the Park Avenue Fashion Show.

2008

- Winter Park is listed as the #38 Historic Destination by National Geographic Travel Magazine celebrating Winter Park's crown jewel, Central Park.

2009

- Residents formed the Winter Park Greenspace Foundation (501(c) 3) to raise funds to obtain the Post Office Property to increase the greenspace in Winter Park.

History of Strong Community Support

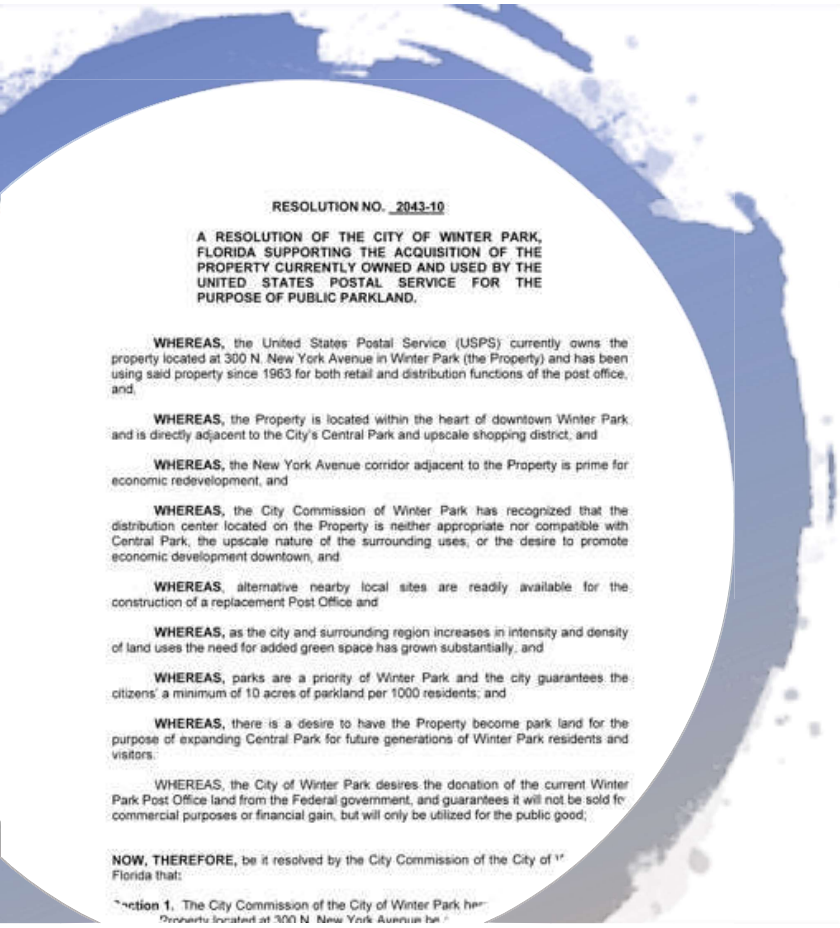
2010
- The City Commission passed a Resolution supporting the acquisition of the USPS property for the purpose of expanding Central Park and increasing public parkland.

2010
- The Post Office property was changed from Central Business District zoning (put in place to enable redevelopment in 2004). The north end of the Post Office property was reverted to Government and Institutional zoning and the south portion to Parks & Recreation zoning.

2011
- Downtown Winter Park Historic District was approved by the National Park Service and added to National Register of Historic Places. Central Park and the Post Office building are documented as contributing properties in the district.

2011
- United States Senators Marco Rubio and Bill Nelson and Representatives Sandy Adams, Corrine Brown, John Mica and Daniel Webster sent a letter to the Postmaster General requesting they grant the City of Winter Park a Right of First Refusal on the Post Office property.

2012
- The City of Winter Park sent a letter to the Postmaster General offering maintenance of the local Post Office property in exchange for a Right of First Refusal on the Post Office property.



RESOLUTION NO. 2043-10

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA SUPPORTING THE ACQUISITION OF THE PROPERTY CURRENTLY OWNED AND USED BY THE UNITED STATES POSTAL SERVICE FOR THE PURPOSE OF PUBLIC PARKLAND.

WHEREAS, the United States Postal Service (USPS) currently owns the property located at 300 N. New York Avenue in Winter Park (the Property) and has been using said property since 1963 for both retail and distribution functions of the post office, and,

WHEREAS, the Property is located within the heart of downtown Winter Park and is directly adjacent to the City's Central Park and upscale shopping district, and

WHEREAS, the New York Avenue corridor adjacent to the Property is prime for economic redevelopment, and

WHEREAS, the City Commission of Winter Park has recognized that the distribution center located on the Property is neither appropriate nor compatible with Central Park, the upscale nature of the surrounding uses, or the desire to promote economic development downtown, and

WHEREAS, alternative nearby local sites are readily available for the construction of a replacement Post Office and

WHEREAS, as the city and surrounding region increases in intensity and density of land uses the need for added green space has grown substantially, and

WHEREAS, parks are a priority of Winter Park and the city guarantees the citizens a minimum of 10 acres of parkland per 1000 residents; and

WHEREAS, there is a desire to have the Property become park land for the purpose of expanding Central Park for future generations of Winter Park residents and visitors.

WHEREAS, the City of Winter Park desires the donation of the current Winter Park Post Office land from the Federal government, and guarantees it will not be sold fo commercial purposes or financial gain, but will only be utilized for the public good;

NOW, THEREFORE, be it resolved by the City Commission of the City of Florida that:

Section 1. The City Commission of the City of Winter Park he

City of Winter Park Resolution 2010

The City Commission passed a Resolution supporting the acquisition of the property currently owned and used by the United States Postal Service for the purpose of public parkland in perpetuity.

The City expressed its desire that the USPS *donate* the Post Office property to the City to be utilized for the public good.

Congressional Delegation Support for Right of First Refusal 2011

July 15, 2011

Postmaster General Patrick Donahoe
U.S. Postal Service
475 L'Enfant Plaza SW
Washington, D.C. 20260

Dear Postmaster General Donahoe:

We write to you today concerning an issue of great importance to our constituents in Winter Park, Florida. Winter Park is known for its abundant parks, trees and natural surroundings in Central Florida, and the city continuously works to preserve and enhance its parkland. The city of Winter Park has informed us of their interest in the land upon which there is a U.S.P.S. distribution center located in the city. As such, we think there are ways in which the local government in Winter Park and the U.S. Postal Service can work together that would be beneficial to all parties involved.

The local government officials from Winter Park informed us that the property is currently used as a U.S. Post Office location for both retail and distribution functions at 300 North New York Avenue. It is located within the heart of downtown Winter Park directly adjacent to the City's Central Park and upscale shopping district. The local government officials conveyed to us that the city wants to retain a retail location in the area, but that the large distribution center is incompatible with the historic downtown area. In short, the city of Winter Park is highly interested in using this land to expand its Central Park if and when the U.S.P.S. no longer wants to operate a distribution center from this location. While it is our understanding that the U.S. Postal Service currently has no plans to discontinue operating at the current location, we ask that the U.S. Postal Service consider granting the City a right of first refusal in the land so that if and when the Postal Service decides they want to sell the property, the City would have an opportunity to purchase it.

We appreciate your consideration regarding this issue. We look forward to hearing from you in the future. Lastly, if we can be of any assistance to you, please do not hesitate to contact us.

Sincerely Yours,

Marco Rubio
United States Senate

Bill Nelson
United States Senate

Sandy Adams
Members of Congress

Corrine Brown
Member of Congress

John Mica
Member of Congress

Daniel Webster
Member of Congress

UNITED STATES POSTAL SERVICE

August 23, 2011

The Honorable Sandy Adams
House of Representatives
Washington, DC 20515-0924

Dear Congresswoman Adams:

This is in response to your July 15 letter to Postmaster General Patrick R. Donahoe, which was cosigned by five of your colleagues, regarding postal operations in Winter Park.

I recognize and understand your interest in assisting the City of Winter Park in this matter. The City of Winter Park is interested in negotiating with the U.S. Postal Service to acquire the land located at 300 North New York Avenue, specifically the property that houses the Winter Park Distribution Center. At this time, postal officials at our Southwest Facilities Service Office (FSO) report that there are no plans to vacate or sell this building. Should the Postal Service decide in the future that it would be favorable to relocate from the existing facility, our FSO will follow the mandated public and intergovernmental notification processes. This will provide the City of Winter Park enough notice to make an offer on the property should they choose to do so.

Thank you for writing. If I can be of assistance with other postal issues, please let me know.

Sincerely,

Mico Milanovic
Government Relations Representative

City of Winter Park Offer of Maintenance in Exchange for Right of First Refusal 2012

CITY OF CULTURE AND HERITAGE

July 20, 2012

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

OFFICE OF THE CITY MANAGER

P 407.599.3235

F 407.599.3436

The Honorable Patrick R. Donahoe
Postmaster General
U.S. Postal Service
475 L'Enfant Plaza, SW, Room 10804
Washington, DC 20260

Dear Mr. Donahoe:

As we discussed, the City of Winter Park would like to obtain a Right of First Refusal for the property located at 300 N. New York Avenue, Winter Park, FL 32789. Below is our proposal to secure that right.

To obtain this right, the City will:

1. ***Maintain the USPS landscaping at that location until such time the property changes hands.***
2. ***Sweep the public parking area (south side of building) with a street sweeper once per month until the property changes hands.***

Upon deciding to surplus or dispose of the property, the USPS will:

1. ***Notify the City of its intent to dispose of the property.***
2. ***Enter into negotiations with the City for a period of not less than 60 days unless the City waives its right to purchase.***
3. ***If agreeable terms cannot be reached by both parties, provide the City the right to match any written offer as long as the City matches said offer within 90 days.***

I have attached a copy of the July 15, 2011 letter from the City's Congressional Delegation, a copy of Resolution 2043-10 supporting the acquisition, a one page summary of the history of the property and surrounding area, and a map of our historic district.

The citizens of Winter Park have historically been very supportive and protective of Central Park and abutting properties. Citizen surveys, recent contributions and pledges to the Green Space Foundation reflect their commitment to expanding Central Park to include the current USPS property. We look forward to offering our citizens the security of obtaining

UNITED STATES POSTAL SERVICE

August 6, 2012

Randy B. Knight
City Manager
City of Winter Park
201 Park Avenue South
Winter Park, Florida 32789

Re: 300 N. New York Avenue, Winter Park Florida, 32789

Dear Mr. Knight:

This is in response to your July 20, 2012, letter to the Postmaster General. Thank you for your interest in the Winter Park Main Office. At this time, the property is not available for sale, nor do we anticipate the property will become available in the foreseeable future. However, if the Postal Service does determine it is in its best interest to sell the property, we will notify government officials and the public of the proposed sale in accordance with applicable community notification, community relations, and intergovernmental notice procedures.

When a Postal Service project calls for disposal of a postal facility, the Postal Service is required to generate adequate market exposure of the property and competition among all interested parties, to meet our obligation to secure best value to the Postal Service. A Right of First Refusal to the City of Winter Park would impair our ability to assure the Postal Service has maximized the property's overall value because it will prevent us from exposing the property to the market. The current financial exigencies facing the Postal Service require the Postal Service to maximize the value of our assets.

Again, we appreciate your continued interest.

Sincerely,

History of Strong Community Support

2013

- **The City Commission held a work session with Congressman Mica to discuss strategies for the possible acquisition of the Post Office property.**

2014

- **Congressman Mica arranged a meeting between the City and the USPS Vice President of Facilities to discuss splitting the Post Office retail and distribution facilities and providing Winter Park deal points to acquire the property.**

2015

- **Staff identified a property satisfying the USPS facility requirements for the distribution center and ask for Commission direction. The City Commission found the cost unacceptable and offered to purchase the existing USPS property at the appraised value and lease it back to the USPS for 20 years. The City Commission voted to discontinue negotiations if that offer was not accepted by USPS.**

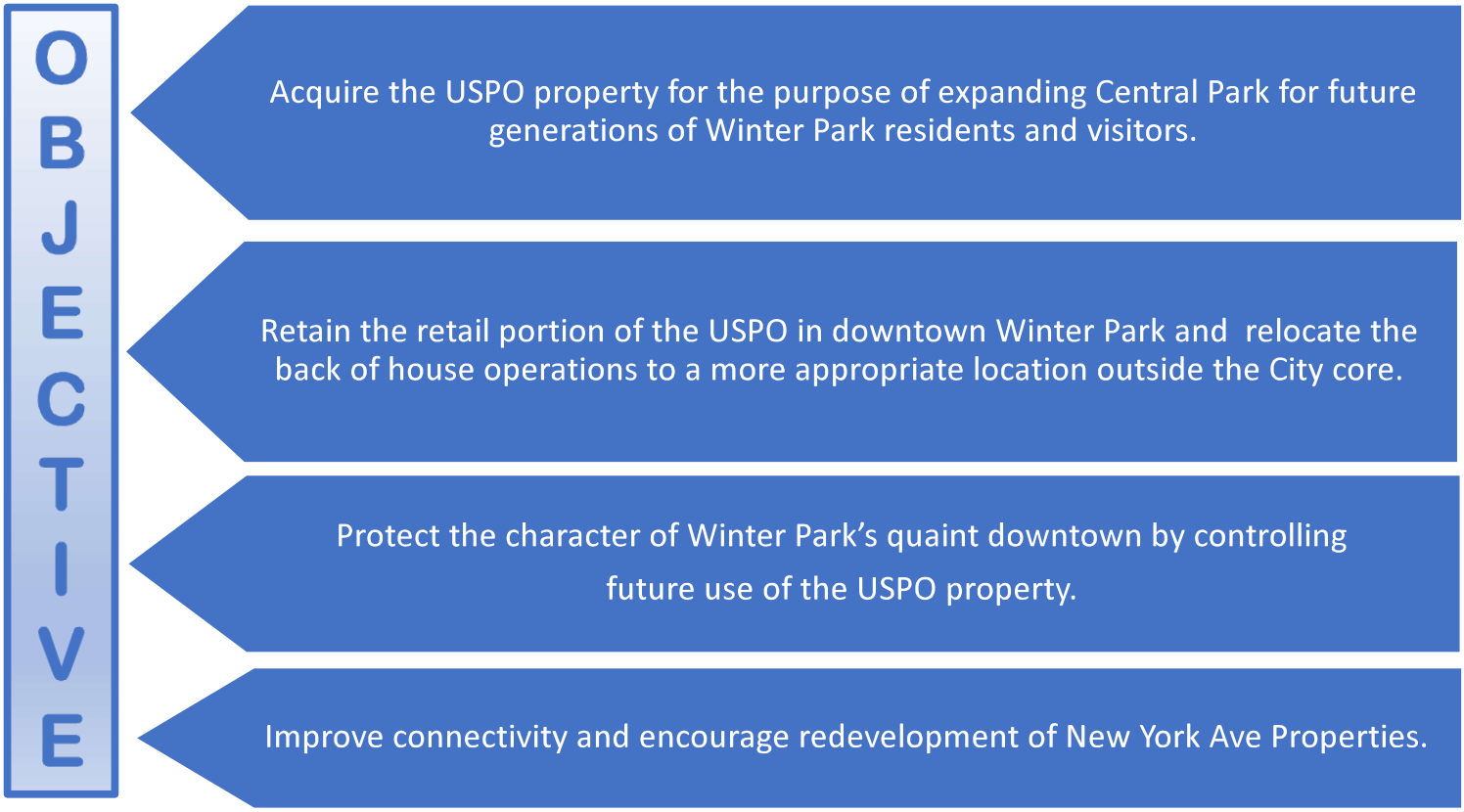
2015

- **The USPS rejected the City's offer and negotiations were discontinued.**

USPS statement before City terminated negotiations: (2015)

"After completing a few layouts, we believe that the site has high potential of working for us (subject to a 30% design). I think you should proceed with your discussions with the city council."

Source: Email from USPS Vice President of Facilities, 1/08/15


OBJECTIVE
Acquire the USPO property for the purpose of expanding Central Park for future generations of Winter Park residents and visitors.
Retain the retail portion of the USPO in downtown Winter Park and relocate the back of house operations to a more appropriate location outside the City core.
Protect the character of Winter Park's quaint downtown by controlling future use of the USPO property.
Improve connectivity and encourage redevelopment of New York Ave Properties.

Strategic Alignment

Post Office

- No cash outlay
- New facilities
- Operational efficiencies

Residents

- No increase in taxes or bonding
- Retail PO stays downtown
- Expanded greenspace
- Continuing the legacy of Charles Hosmer Morse and Central Park
- Space for trees
- Space for family games and picnics, relaxation and concerts
- A respite from congestion
- A priceless asset for future generations
- Control of density downtown

Merchants

- Remove industrial function from CBD
- Increase New York Ave connectivity
- Encourage redevelopment of properties west and north of the expanded Central Park
- Increase parking

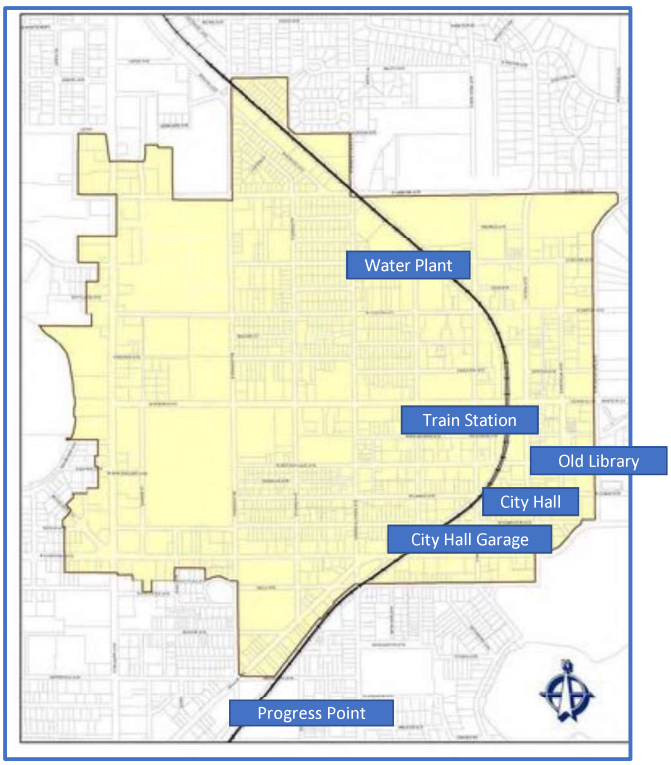
USPS Requirements (Presented 01/12/15)

1. Replace the carrier site or consolidate it with either the Metric Drive or Orlando Fashion Square Mall carrier site.
2. Retail space to remain in the downtown core of Winter Park.
3. Market value of new property must equal value of property the USPS would be giving up.

Carrier/Distribution Site (Presented 01/12/15)

- An acceptable site in proximity to other USPS operations, was identified.
- Site offered operational efficiencies for the USPS.
- Site offered opportunity for consolidation.
- USPS stated site offered **“high potential of working”.**
- Property still undeveloped.

Retail Site

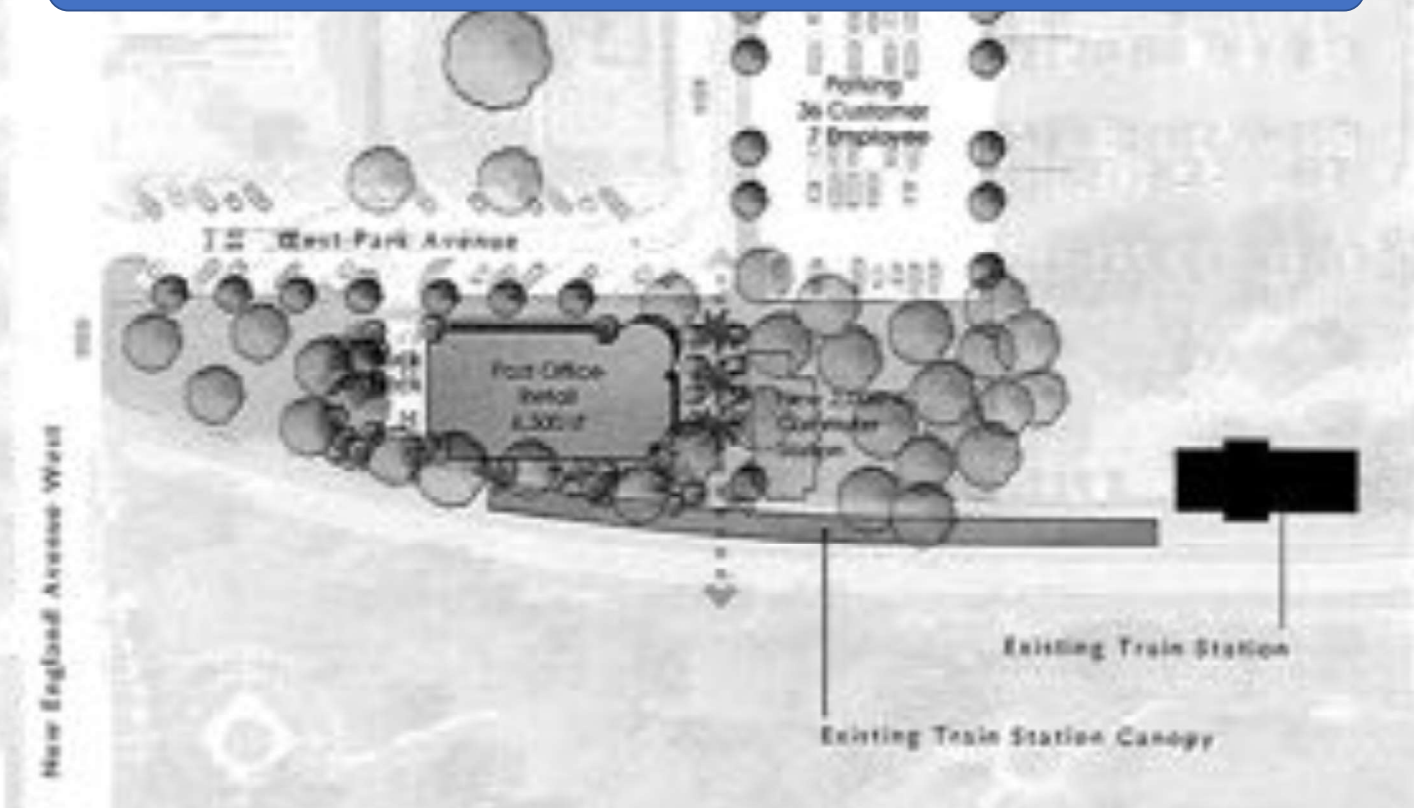


Retail PO to remain in downtown core of Winter Park.

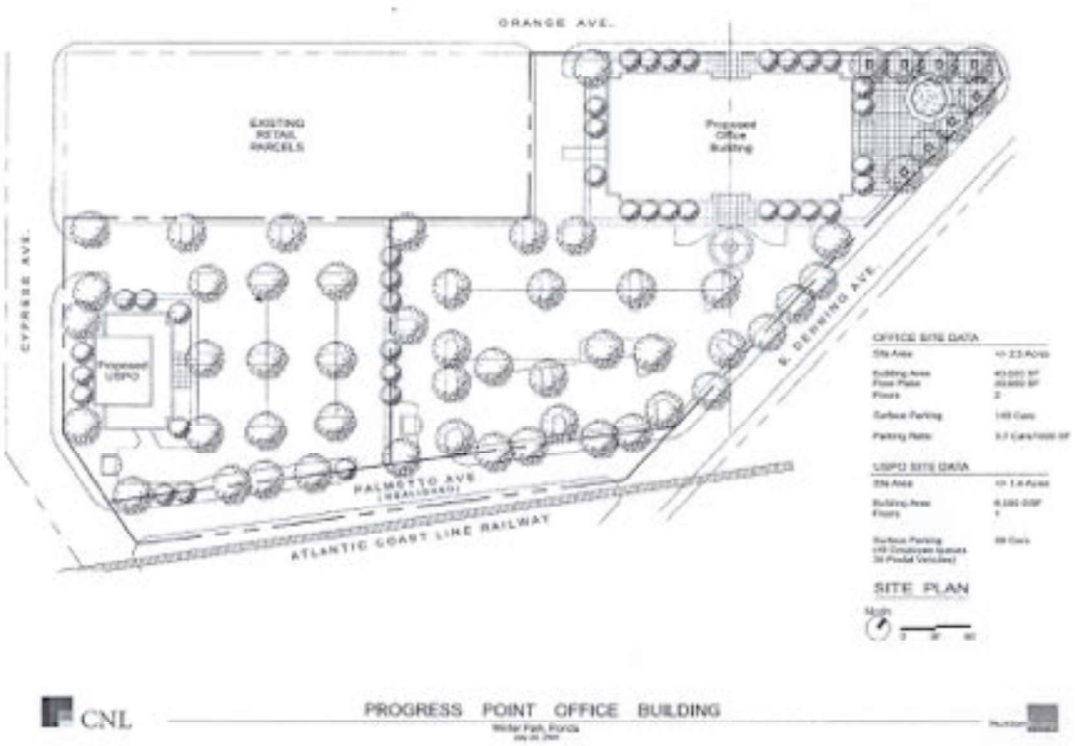
USPS stated requirement.
- 6,875 sf
- Parking 66

Potential sites include:
- City Hall
- City Hall Future Garage
- Old Library
- Water Plant
- Adjacent to Train Station
- North End of Current PO Property
- Progress Point Property

Alternative Retail Site



Alternative Retail Site



Alternative Retail Site

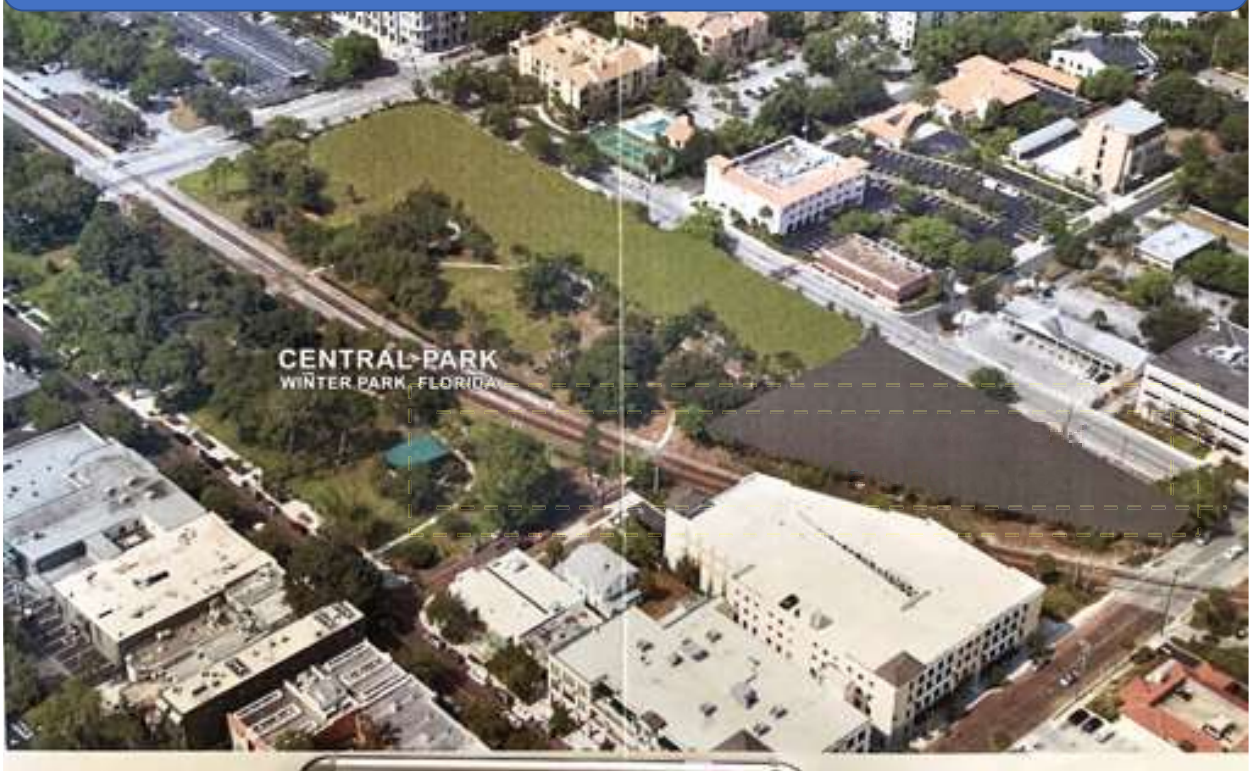
Alternative Retail Site

Possible New Parking (81 spaces)

Possible New Parking (288 spaces)

Maximum Central Park Expansion

Encourage New York Ave Redevelopment



27

Project Options

Option 1: City Led

- Purchase at appraised value if USPS is willing to sell **or** …
- Negotiate facilities replacement
  - Acquire land for distribution center now
  - Build distribution center in approved location
  - Build Retail PO in Downtown Core
- Phase project using available CRA TIF
- No bond or tax increase

Option 2: Developer Led

- Purchase at appraised value if USPS is willing to sell **or** …
- Developer executes facilities replacement
  - Developer acquire land and construct distribution/ retail facility to meet USPS requirements
  - Transfer Progress Point property to developer
  - Progress Point entitlements restricted by the Orange Avenue Overlay
  - PO property transfers directly to City
- Use of CRA/TIF funds minimized.

Risk of maintaining status quo with hope that ultimately the USPS will donate the property to the city or sell at a lower cost

- Funding availability when USPS is ready to sell
- Allowable uses in current zoning (hospitals, colleges, dormitories, nursing homes, etc.)
- Attractive location for high density mixed use development
- Potential development to offset SunRail operations and maintenance cost

Land Deals on Fast Track

"Transit officials expect real estate to become an increasingly important revenue source, amid stagnant federal funding and rising costs of upkeep for aging systems."

Land Deals on the Fast Track

Transit Agencies See Developing Property Around Rail Hubs as a Revenue Driver

By Chelsey Dulaney

The nation's transit agencies, long tasked with helping people get around, are putting more effort into giving them a place to live, work and play.

New York's transit agency is in talks with a developer to build an apartment complex and shopping center on land that holds parking lots used by suburban train commuters. The Los Angeles transit authority has leased out land for 47 developments around its 80 stations since 1999. Atlanta's system recently announced plans to develop property around more than a dozen of its 38 rail stations in the next half-decade.

For decades, city and county transit agencies have leased out kiosks or small storefronts in their rail stations to businesses such as newspaper stands and coffee shops. Now, agencies are far more ambitious, developing large-scale, rent-producing developments, including hotels, apartment buildings and shopping malls, around their rail hubs. Transit officials expect real estate to become an increasingly important revenue source, amid stagnant federal funding and rising costs of upkeep for aging systems.

"The uncertainty at the federal level has forced them to look wherever they can just to maintain service levels they're providing," said Rob Healy, a vice president at the American Public Transportation Association, an advocacy group. Federal funding is "growing at really a very modest pace, and the bottom line is we're not keeping up with demand to expand service or demand to replace vehicles."

According to APTA data, public transit ridership grew 13% in the U.S. from 2000 to 2013, with commuter-rail ridership climbing 62% in the period. But riders' fares don't nearly cover agencies' operating costs, at a time when their worker-related expenses such as health-care and pension costs are also rising. New York's Metropolitan Transportation Authority, the nation's largest transit agency, expects to pay out about $1.3 billion in pension costs this year, compared with $480 million a decade earlier.

A train pulls out of the Huntington Metro station, one of several on which the Washington transit agency has sold or leased its land.

Now, facing a $15 billion funding gap for its capital program, the MTA has made plans to lease out or sell about 10 other lots, including the agency's headquarters in Manhattan. The money can be used for projects such as subway expansions and upgrades.

"We've made a huge effort to comb through our real-estate portfolio and identify parcels that could potentially be used for revenue," said MTA spokesman Aaron Donovan.

The Los Angeles County Metropolitan Transportation Authority has brought in about $20 million a year from leasing out its properties. Last year, Metro spent the revenue from some leases on renovations to its historic Union Station, which have included adding signage, new restaurants and improving public spaces.

Art Leahy, chief executive of Metro, said the authority is now one of the largest public real-estate developers in Los Angeles County, with thousands of residential units—many designated as affordable—on properties the agency owns and leases to developers. In addition to annual rent payments, Metro also has profit-sharing agreements with some developers.

One of its highest-profile developments is above a Metro train station near the intersection of Hollywood Boulevard and Vine Street, which provides rent payments of about $750,000 annually. A decade ago, the property housed a gritty parking lot. Today, the intersection holds large-scale developments including luxury condominiums and a W Hotel.

The Metropolitan Atlanta Rapid Transit Authority, called Marta, is negotiating leases for three parcels with developers that are planning to build more than 1,400 residential units on parking lots owned by Marta and about 50,000 square feet of retail space around Marta stations. Marta officials declined to say how much the agency hopes to raise from the leases, saying an estimation would be premature.

The Washington Metropolitan Area Transit Authority's real-estate team both sells and leases excess land around its 91 rail stations. At the Ballston station in Arlington, Va., the agency has leased out two plots to developers, who have put up a 283-room hotel, condominiums and office space. Another office, residential and retail development is under construction at the station.

The money from these leases goes into a special investment fund used to pay for infrastructure renewal and projects to increase access to stations. The agency's ground leases, now totaling 32, have brought in more than $140 million to the fund since it was created in 1997.

The Washington agency hopes to someday lease land around the majority of its stations and is soliciting or negotiating leases with developers at 14 other stations. The agency has considered another 20 for future development.

"For developers, this is the best real estate," said Stan Wall, who heads the agency's real-estate office. "It's the best place to be in the region."

Relationship to Other Projects

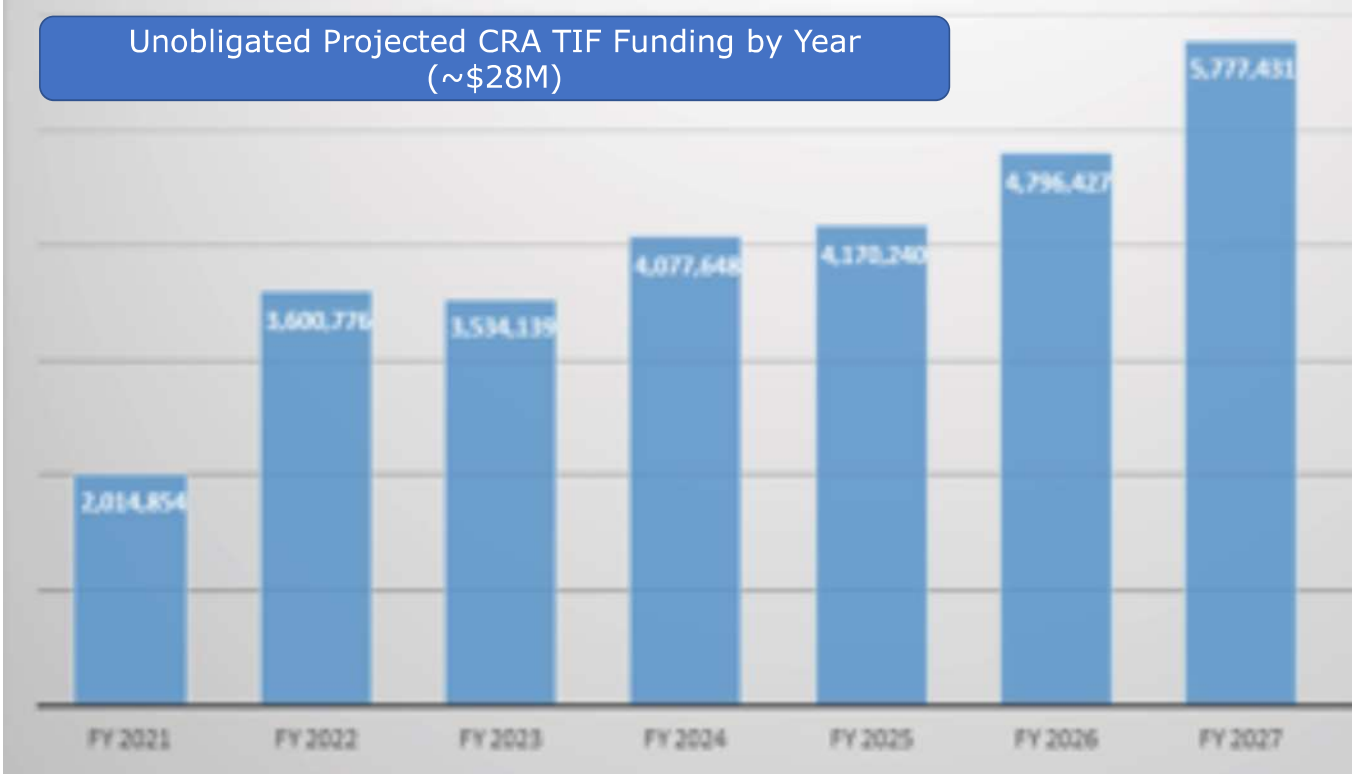
- Tax Increment Finance (TIF) funds must be used only for projects consistent with the Community Redevelopment Area (CRA) Plan and located in the CRA district.
- Expansion of Central Park is identified in the CRA Plan and the Post Office is within the CRA district.
- Projected TIF funding is adequate to fund **all** projects identified in our CRA Strategic Plan and Capital Improvements Plan.
- TIF funds cannot be used for the existing Library or Progress Point as they are outside the CRA district.
- The CRA Plan specifically excludes using funds for City Hall.

Potential Funding Sources

- CRA Tax Increment Financing (TIF)
- Parks Trust Funds
- Help Our Park Expand (H.O.P.E.) Fund Carryover
- Florida Recreation Development Assistance Program

TIF Funding Availability

Unobligated Projected CRA TIF Funding by Year
(~$28M)



Range of Probable Cost Reflects Varied Distribution Center Options. $4.6 – $8.8M

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27
Land Acquisition	$1.2M-$1.9M*							
Distribution Facility Construction		$2.2M-$5.4M*						
Retail Facility Construction			$1.2M - $1.5M					

Park & Parking Design will be formulated through a follow-on public process and is not included in this project.

Challenges

- Political will to move forward in a timely manner
- USPS willingness to sell
- Ability to reach agreement on property value
- CRA funds being committed to other projects
- Commercial/institutional interest given zoning permitted uses
- Future availability/cost of suitable property for distribution function
- Market changes and impact on TIF funding projections

Path to Success

Park & Parking Design will be formulated through a follow-on public process and is not included in this project.

Commitment

- 3 nods to pursue*
- Select project option*
- Commission/ CRA Resolution*
- Allocate funding *
- Enlist development professionals

FY20 1Q

Concept Exploration

- Engage USPS
- Identify preliminary deal points*
- Appraisals
- Identify optional locations
- Refine cost estimates
- Execute letter of intent with USPS.*

FY20 2Q

Project Refinement

- Define location & confirm suitability of use
  - Retail *
  - Distribution
- Consensus on property value
- Approve final deal points*

FY20 3-4Q

Execution Construction

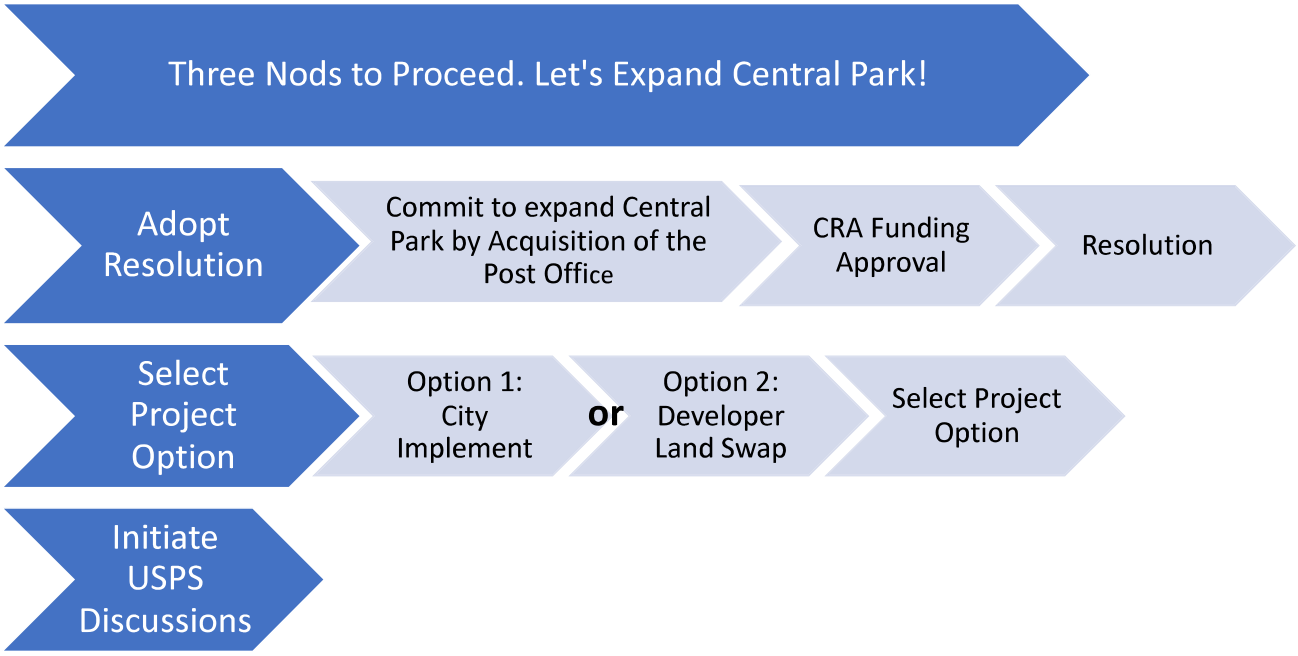
- Finalize contractual documents
- Construction
- Property transfer
- Post Office relocation

FY21-22

36

*Public Input at all Commission decision points.

Now is the Time for Action
Commission Decision Needed to Proceed



To: A. Kurt Ardaman
From: Mark F. Ahlers
Re: City of Winter Park purchase of Post Office property

Dear Kurt,

As we discussed, I have reviewed the proposed Letter of Intent for the City's purchase of the Post Office property, the terms of which are summarized as follows:

1. Purchase Price. The City will be required to pay $1.00 and convey an acceptable replacement property or properties ("Replacement Property") to the United State Postal Service ("USPS"). In addition, the City will be responsible to pay USPS the following:

a. Fair Market Value Adjustment – If the fair market value ("FMV") of the Post Office property exceeds the FMV of the Replacement Property, the City must pay USPS the difference. However, if the FMV of the Replacement Property exceeds the FMV of the Post Office Property, there is no adjustment;

b. Multi-Facility Adjustment – USPS prefers that the City identify a single site for the Replacement Property. However if that is not possible, and there are multiple Replacement Properties, there will be an additional adjustment to the price for the decrease in efficiency and convenience in having multiple sites. The LOI does not indicate how the amount of the adjustment will be determined;

c. Project Initiation Fee - Upon returning the signed LOI, the City must also provide the USPS with a non-refundable deposit of $25,000.00 to reimburse USPS for initiating internal planning for the transaction and for coming up with the search parameters for the Replacement Property;

d. Project Continuation Fee – If the City identifies a Replacement Property or Properties that are acceptable to USPS, then the City must deliver another non-refundable deposit of $25,000.00 to reimburse USPS for doing further planning, seeking approvals, due diligence and initial design work;

e. Cost Deposit – Upon returning the signed LOI, in addition to the Project Initiation Fee, the City also required to put $50,000.00 in escrow as a cost deposit to reimburse USPS for the costs to comply with all operational, financial, legal and regulatory requirements. USPS may require the City to add additional funds to the escrow if the costs exceed USPS's estimate;

f. Site Design Costs – If USPS approves a site or sites, the City will be required to secure the right to purchase the site and, at the City's cost, hire an architect/engineering firm acceptable to USPS to:

1. 30% Design Cost – produce design-build drawings according to USPS specs through the 30% design stage;

2. 70% Design Cost – If the 30% drawings are acceptable to USPS, then prepare plans and specs through the 70% stage;
3. Final Design Cost – If the 70% drawing are acceptable to USPS, then prepare final design and construction plans and specs and submit them to USPS. The City is also responsible for USPS's outside consultant's design review;

g. Cost to Construct Replacement Facility – The City is responsible for the cost of constructing the new facility on the Replacement Property. The City and the USPS will mutually agree upon which party will construct the facility. If the City handles the construction, it must comply with all requirements applicable to contractors engaged by USPS. If the USPS handles the construction, the City must place the entire amount of the estimated construction costs into escrow prior to USPS bidding for contracts.

h. Size Adjustment - In the event the square footage of the facilities constructed on the Replacement Property exceed the square footage of the existing facility on the Post Office property, the City will be entitled to a size adjustment for the increase in construction costs because of the size difference (as reasonably determined by a USPS designated licensed architect);

i. Equipping Replacement Facility – USPS will identify which existing equipment can be relocated and which must be replaced. The City is responsible for both the relocation and replacement costs. In addition, the City would also pay a one-time capital cost, the amount and determination of which are not specified in the LOI;

j. Closing Costs – The City is responsible for the closing costs related to both the Post Office property and the Replacement Property including taxes, recording, title insurance, closing fees, etc.;

k. Relocation of USPS Operations – After closing, USPS, at the City's cost, will relocate the USPS operations to the Replacement Property according to a USPS approved schedule and plan. It is not clear from the LOI how these costs will determined and calculated;

l. Costs of Post Office Property – The LOI provides that the City is purchasing the Post Office property "As-Is" and that the City will indemnify and hold USPS harmless for any matters relating to the Post Office property. Accordingly, if there are any contamination or other issues with the Post Office property that must be remedied, the City will be responsible for the cost of the same without reimbursement from USPS;

m. Compliance with Federal Regulations – The USPS must comply with various regulatory requirements and take into account the impact of the transaction on environmental, historical and certain other interests. However, the City will be responsible for the cost of such compliance. The LOI does not specify how these costs will be determined and calculated.

2. Procedure - Pursuant to the LOI, the transaction will proceed in the following sequence:

a. Upon execution of the signed LOI, the City must deliver the Project Initiation Fee in the amount of $25,000.00 to USPS along with the $50,000.00 Cost Deposit;
b. Thereafter, USPS will provide the City with the search parameters for the Replacement Property;
c. The City will identify potential sites for the Replacement Property that comply with the search parameters;
d. USPS will do preliminary site due diligence for each of the sites identified by the City;
e. When USPS approves a potential Replacement Property site, the City must deliver the Project Continuation Fee of $25,000.00 to USPS;
f. Thereafter, although the LOI is not completely clear, the parties will attempt to negotiate an acceptable Purchase and Sale Agreement ("PSA") starting with a USPS form. The PSA will require the City to deliver a deposit in a mutually acceptable amount. The LOI says the deposit may be partially refunded in limited circumstances but does not indicate what the circumstances are;
g. Upon execution of a PSA by both parties, the City will have thirty days to review the title and physical condition of the Post Office Property. If there are any issues that USPS is unwilling to cure, the City can either proceed with the transaction or terminate;
h. Assuming the City has not terminated the PSA, the City shall hire an architect/engineer to produce design-build drawings through 30% design stage;
i. Upon USPS approving the 30% design plans, the City's architect/engineer shall produce drawings through 70% stage;
j. Upon USPS approving the 70% plans, the City's architect/engineer shall produce final plans and specs and provide them to USPS;
k. USPS's outside consultant shall review the final plans and specs;
l. Upon review and approval of the final plans and specs by USPS's outside consultant, the parties will engage a qualified appraiser to determine the FMV Adjustment;
m. Thereafter, the City will acquire fee simple title to the Replacement Property on terms acceptable to USPS including satisfaction of USPS's title and due diligence concerns;
n. The improvements will be constructed on the Replacement Property;
o. Upon USPS's approval of the Replacement Property as improved, the parties will close on the City's purchase of the Post Office property and USPS's purchase of the Replacement Property;
p. After closing, USPS will relocate its operations to the Replacement Property;
q. After the relocation is complete, USPS will deliver possession of the Post Office property to USPS.

3. Covenant in Deed – The deed to the City may include a covenant as necessary to satisfy, in USPS's sole judgment, USPS's obligations under the National Historic Preservation Act;

4. Compliance with Federal Requirements – USPS is required to satisfy various federal regulatory requirements including National Historic Preservation Act, Environmental

Protection Act, Intergovernmental Cooperation and Relocation of Retail Postal Services. These regulations may require USPS to obtain approval from state and federal agencies which agencies could put conditions on their approval. If USPS is not satisfied with the results of these regulatory processes, USPS may terminate the PSA. The LOI does not give the City a similar right to terminate but rather requires the City to cooperate fully;

5. Party Approvals - Each party's obligation to close is contingent upon securing necessary internal approval. In the City's case, I assume this means approval of the City Commission. The LOI is not clear if approval of the LOI is sufficient or whether there must be a subsequent approval. From the City's perspective, it would probably be best if the City had the right to terminate the transaction sometime after the FMV Adjustment is determined and before construction is commenced (or before the City places money in escrow for the construction);

6. Construction of Replacement Facility - If the PSA obligates the City to complete the construction, then the PSA would set a date for completion of the construction. If the City fails to complete the construction by the prescribed date, USPS would have the option to terminate the PSA without liability to the City or any third party. In addition, the City would bear the cost of construction, change orders and of USPS's engagement of an independent architect/engineer to review conformance of the construction to USPS's requirements. In addition, the City would provide warranties satisfactory to USPS regarding the construction and property conditions.

7. Closing – If the closing does not occur by the 2nd anniversary of the PSA effective date, USPS may terminate the PSA regardless of whether the City has commenced construction and USPS will have no liability;

8. Profit Restrictions – The City is required to make representations that it is not acquiring the Post Office property to re-sell it for a profit. In addition, a restriction would be placed on the Post Office property whereby if the City sells the Post Office property prior to ten years after purchase, USPS would be entitled to a portion of the profit from the sale;

9. Termination of LOI – The LOI terminates if the City does not deliver the $25,000.00 Project Continuation Fee and a list of proposed sites to USPS within 60 days after USPS provides the City with the search parameters. In addition, the LOI terminates if the parties have not executed a PSA within one year from execution of the LOI;

10. Binding Nature of LOI – Nothing in the LOI is binding upon the parties except for the provisions regarding the Project Initiation Fee and the Project Continuation Fee.

As we discussed, the terms of the LOI are very favorable to the USPS. Accordingly, the City may want to explore whether USPS would sell the Post Office property to the City and lease it back from the City for an agreed price and period of time. In that way, the City could eventually accomplish its goal of acquiring the property for park purposes but avoid the significant cost and risk of having to find a replacement site and construct a replacement facility.

If the only way the City can acquire the Post Office property is through the procedure set forth in the LOI, then we may want to suggest changes to the LOI including the following:

1. Termination Rights for City – Include a provision indicating that the PSA will give the City the right to terminate within 60 days after the FMV Adjustment is determined. By then, most of the big costs such as the cost of the replacement property, the estimated cost to construct the replacement facility and the FMV Adjustment should be known. At that point, the City staff could bring the matter to the City Commission for consideration;

2. Include caps on various costs – To limit the City's exposure, we may want to propose caps on certain costs that the City is responsible for paying including:

   a. Cost Deposit – In addition to the initial cost deposit of $50,000.00 to cover USPS's costs including costs to comply with operational, financial, legal and regulatory requirements, the City is required to add additional funds to the cost deposit. Perhaps we USPS would agree to cap it at another $25,000.00;

   b. Construction Cost – The LOI says that the City is responsible for all costs of the replacement property, whether the City constructs the replacement facility or USPS does. Perhaps USPS would agree to a cap this at a fixed amount. If not, perhaps fixed costs contracts could be negotiated for the construction to limit the City's exposure;

   c. Regulatory Compliance Costs – The City is responsible for USPS's costs to comply with various regulatory matters. I assume these costs would be paid from the $50,000.00 cost deposit. We may want to clarify that and as indicated above, place a cap on the maximum amount of the cost deposit;

   d. Design Costs – The City is responsible for USPS's cost of outside design consultants. Again, I assume these costs will be paid from the $50,000.00 deposit. However, we may want to clarify that and place a maximum cap on it;

   e. Equipment Relocation and Replacement Cost and One-Time Capital Cost – same as above.

   f. Relocation of USPS Operations Cost – same as above.

3. Multi-facility Adjustment – We may want to revise the LOI to provide how this adjustment will be determined and propose a maximum amount.

Those are my thoughts at this time. If you have any questions, please advise. Thank you.

Mark F. Ahlers
Fishback Law Firm
1947 Lee Road
Winter Park, FL 32789
(407) 262-8400
S:\AKA\CLIENTS\Winter Park\Parks Department W600-26044\Post Office\Memo To AKA From MFA Re LOI.Docx

city commission agenda item

item type Public Hearings	meeting date 1/27/2020
prepared by CRA	approved by
board approval final vote	
strategic objective Investment in Public Assets and Infrastructiure	

subject
Resolution:

- Approving a local funding agreement with the Florida Department of Transportation for design of additional landscape and streetscape improvements to 17-92 from Norfolk Avenue to Monroe Street

motion / recommendation
Approve the Local Funding Agreement and Resolution as presented.

background
FDOT completed a PD&E study and executed an original Memorandum of Understanding (MOU) with Winter Park on June 2, 2004 that included the Lee Road Extension and Denning Drive. As part of the reconfirmation effort of the PD&E, the City expressed a desire to provide intersection improvements at Webster, Morse, and Fairbanks among other streetscape enhancements along U.S. 17-92 which were incorporated into an executed addendum of the MOU on March 13, 2019.

The City has further requested additional decorative lighting and landscaping design be considered throughout the corridor within the project boundaries. To meet this end, a locally funded agreement (LFA) between the City and FDOT has been drafted for approval. The approval also requires a resolution by the City Commission as support for the agreement. Both items have been provided as backup.

The CRA Agency will provide consideration as the funding source for the additional design.

alternatives / other considerations

fiscal impact
Funding for this item will be considered by the CRA in the amount of $179,934.

ATTACHMENTS:

Description	Upload Date	Type
RESOLUTION between City of Winter Park and FDOT for LFA	1/21/2020	Resolution Letter

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA APPROVING A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN OF ADDITIONAL LANDSCAPE AND STREETSCAPE IMPROVEMENTS TO U.S. 17-92 FROM NORFOLK AVENUE TO MONROE STREET.

WHEREAS, the City of Winter Park has coordinated with the Florida Department of Transportation (FDOT) on a PD&E study for improvements to U.S. 17-92, and

WHEREAS, the resulting study led to a scope of enhancements executed through a memorandum of understanding (MOU) in 2004, and addendum in 2019, and

WHEREAS, the City of Winter Park has requested additional enhancements to the design of the project, and

WHEREAS, through a Locally Funded Agreement (LFA), FDOT and the City will partner to incorporate these requests, and

WHEREAS, the LFA accurately describes the additional improvements requested by the City.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

Section 1. The Locally Funded Agreement (LFA) with the Florida Department of Transportation FM# 408429-2-32-01 is hereby approved.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida on the _____day of _____2020.

_____
Mayor Steve Leary

ATTEST:

_____
Rene S. Cranis, City Clerk

Agency: City of Winter Park	Fund: LF	Financial Management No.:
Vendor No: F 596000454001	Contract Amount: $ 179,934.00	408429-2-32-01

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
the CITY OF WINTER PARK

This **AGREEMENT**, made and entered into this _____ day of _____, 2020, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF WINTER PARK, a municipality incorporated under the laws of the State of Florida, (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "Design of the Extension of Lee Road from US 17-92 to Denning Drive and Design of the Improvements on US 17-92 from Norfolk Avenue to Monroe Street", said project being known as Financial Management (FM) Number 408429-2-32-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds to enhance the Project for: "Additional Corridor-Wide Landscape and Streetscape Design in addition to the original scoped Landscape and Streetscape Design to be provided at the Intersections of Fairbanks Avenue, Morse Boulevard, and Webster Avenue, as well as at any proposed Pedestrian Refuge Island Locations", ("Enhancements" or "Additional Improvements") in Fiscal Year 2019/2020, said Project being

known as FM# 408429-2-32-01, and said improvements shall hereinafter be referred to as "Design of the Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Design of the Additional Improvements in a cost-effective manner, the LOCAL GOVERNMENT desires to have said Design of the Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Design of the Additional Improvements as described in "Exhibit A" and reference hereinafter to the "Project" includes the Project with the Enhancements;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Design of the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined as the Enhancements are within the scope of the previously defined Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Enhancements constructed as a part of the Project.

5. Participation by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Design of the Additional Improvements is **$179,934.00 (One Hundred Seventy-Nine Thousand Nine Hundred Thirty-Four Dollars and No/100)**. The DEPARTMENT'S performance and obligation to design the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect. As soon as practicable thereafter said termination, DEPARTMENT shall return to the LOCAL GOVERNMENT, any funds submitted to the DEPARTMENT under this Agreement.

(B) The LOCAL GOVERNMENT agrees that it will, **within 45 (forty-five) days of the DEPARTMENT'S execution of the Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **$179,934.00 (One Hundred Seventy-Nine Thousand Nine Hundred Thirty-Four Dollars and No/100)** for full payment of the estimated cost of the Design of the Additional Improvements. The advance deposit shall be the total estimated cost for the Design of the Additional Improvements. The DEPARTMENT may utilize this deposit for payment of the cost of the Design of the Additional Improvements.

(C) Both parties further agree that in the event the Design of the Additional Improvements are not designed or this Agreement is terminated prior to commencement of design of the Project, the funds provided by the LOCAL GOVERNMENT for the Design of the Additional Improvements will be returned to the LOCAL GOVERNMENT. However, in the event the LOCAL GOVERNMENT decides not to participate in the Design of the Additional Improvements of the Project prior to design, the LOCAL GOVERNMENT agrees to furnish the DEPARTMENT 25% (twenty five percent) of the estimated Design of the Additional Improvements cost to cover the extra cost associated with design plan revisions. The LOCAL GOVERNMENT will provide the 25% charge to the DEPARTMENT within fourteen (14) calendar days of notification that the LOCAL

GOVERNMENT will not participate in this Agreement. If in the event the LOCAL GOVERNMENT has made the advance deposit required herein prior to their decision not to participate, the DEPARTMENT shall be entitled to retain 25% of the advance deposit amount and to remit the 75% balance to the LOCAL GOVERNMENT.

(D) If the negotiated amount for the Design of the Additional Improvements is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the negotiated amount for the Design of the Additional Improvements. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted negotiated amount is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to the DEPARTMENT'S Project Manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.

(E) If the negotiated amount for the Design of the Additional Improvements is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the negotiated amount if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should Project modifications occur that increase the costs of the Design of the Additional Improvements, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Design of the Additional Improvements. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the LOCAL GOVERNMENT during the Project not paid within

forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to ***Section 55.03, Florida Statutes (F.S.).***

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the Project. The LOCAL GOVERNMENT will be notified of the final cost of the Design of the Additional Improvements. Both parties agree that in the event the final accounting of total costs for the Design of the Additional Improvements pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess plus accrued interest will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total Design of the Additional Improvements cost is greater than the total deposits plus accrued interest to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the receipt of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Florida Statutes, Section 55.03, on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Escrow Agreement between the LOCAL GOVERNMENT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned will remain in the account for purposes of the Project.

(J) The DEPARTMENT and the LOCAL GOVERNMENT agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

(K) Contact Persons:

Florida Department of Transportation

District 5 Local Programs

D5-LocalPrograms@dot.state.fl.us
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
PH: (386) 943-5486

Local Government

Steve Leary, Mayor
sleary@cityofwinterpark.org
Randy Knight, City Manager
citymanager@cityofwinterpark.org
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
PH: (407) 599-3234

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material

subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2020, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2020.

CITY OF WINTER PARK

By: _____

_____

Name:_____

P.E. _____

Title: _____

Attest:

_____

Local Government Legal Review:

_____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

Name: Loreen C. Bobo,

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Department Legal Review:

_____

Financial Provisions Approval by
Department of Comptroller on:

_____

Exhibit "A"
SCOPE OF SERVICES
Design of the Additional Improvements
FM# 408429-2-32-01

The LOCAL GOVERNMENT has requested additional landscape and streetscape design be provided beyond the identified and agreed upon landscape/streetscape design efforts at the intersections of Fairbanks Avenue, Morse Boulevard, and Webster Avenue, as well as at any proposed pedestrian refuge island locations. Additional landscape and streetscape design effort shall include investigating and evaluating providing landscape/streetscape design to be provided within the corridor at regular spaced intervals. Additional landscape limits shall include tree plantings with tree wells to be constructed at internment regular intervals along the corridor. The DEPARTMENT'S design consultant shall determine the appropriate frequency of these intervals and will evaluate landscape and streetscape requirements against potential conflicts with existing utilities, as well as potential conflicts with proposed signal pole locations, signage requirements, street lighting and meeting American Disability Act (ADA) requirements for the project.

The LOCAL GOVERNMENT also has requested additional street lighting along the corridor beyond the original scope to provide lighting at the signalized intersections and at pedestrian refuge island locations. The additional street lighting shall meet all DEPARTMENT design criteria. The DEPARTMENT and the LOCAL GOVERNMENT agree to the funding responsibilities of street lighting during the final design aspects of the Project. Original scoped roadway lighting requirements includes decorative street lighting to be provided at signalized intersections and at four potential pedestrian refuge island locations. Additional decorative roadway lighting will be provided along US 17-92 on both sides of the roadway. Funding for additional street lighting beyond those identified and agreed upon as part of the original project scope and Memorandum of Understanding dated June 2, 2004 and Addendum to Memorandum of Understanding dated June 13, 2019 will be provided by the LOCAL GOVERNMENT. Project street lighting beyond standard conventional type lighting fixtures shall be funded by the LOCAL GOVERNMENT.

Exhibit "B"
ESTIMATE
FM# 408429-2-32-01

SUMMARY OF ESTIMATED BID PRICES DESIGN OF THE ADDITIONAL IMPROVEMENTS

The estimate for the following engineering design tasks are based on 2018 FDOT Road and Bridge Guidelines for Standard Scope and Staff-Hour Estimation purposes. Engineering design fees for those services are provided below..

	TASK COST
FDOT Task 23 – Lighting Analysis	$46,844.57
FDOT Task 24 – Lighting Plans	$18,920.66
FDOT Task 25 - Landscape Architecture Analysis	$37,310.35
FDOT Task 26 – Landscape Architectural Plans	$76,858.42
LFA Estimate:	**$179,934.00**

Exhibit "C"
RESOLUTION
FM# 408429-2-32-01

city commission agenda item

item type Public Hearings	meeting date 1/27/2020
prepared by Planning	approved by City Manager, City Attorney
board approval yes final vote	
strategic objective Exceptional Quality of Life, Intelligent Growth and Development	

subject

Request of WP View LLC for:

- Subdivision approval to split the vacant property at 694 N. New York Avenue, Zoned R-3, into 10 single family lots for development as 10 new single homes. Each proposed lot has 60-65 feet of lot width and 6,000-6,240 square feet of land area, which comply with the lot dimensions required for R-3 zoning.

motion / recommendation

Recommendation from the Planning and Zoning Board and Staff is for approval per staff and attorney approval of the final plat and homeowners association documents, as is typical for subdivision plats.

background

In October 2017 the City approved a request from Condev, Inc. for a 16 unit, multi-family townhouse project of 3-story buildings on this 1.45 acre property that was part of the former site of the First Church of Christ Scientist, zoned R-3. The Conditional Use for that proposed project of eight 2-unit buildings (16 units total) was recently extended for another two years, as CU approvals expire after two years.

The property is now under contract to WP View LLC who are requesting approval for a subdivision plat to divide the property into ten (10) single family lots. The proposed lot sizes are 60-65 feet wide with lot areas of 6,000-6,750 square feet in size, which meet the minimum single family lot size required for the R-3 zoning.

Zoning Compliance

The two corner lots that front on New York Avenue are 65 feet wide and have 6,500-6,750 square feet of land (westernmost lots) and the other eight interior lots are 60 feet wide and are 6,000-6,240 square feet in size. This meets the minimum R-3 lot dimension standards, and no variances are requested.

Table 1:

	R-3 Zoning	New York Corner Lots	Other Interior Lots
Min. Lot Size	6,000 sq. feet	6,500-6,750 sq. ft.	6,000-6,240 sq. ft.

Min. Lot Width	50 feet	65 feet	60 feet

Note: Items in bold indicate a variance request.

Lot Conformance to Subdivision Code Test
The practice outlined in the Subdivision Code is to look at the surrounding neighborhood to compare the standard lot sizes. The code dictates that the review area is within a 500-foot radius of the subject property, and limited to those with the same zoning designation. There are no other single family lots, zoned R-3 in this immediate area. The other R-3 properties in the vicinity, such as the Park Hill Townhouses or Park Aire Condominiums, are multi-family properties. The Code dictates that the review area is within a 500-foot radius of the subject property, and limited to those in the same zoning.

City Staff Review
The Technical Advisory Committee reviewed this project on November 20, 2019 and all infrastructure aspects are in conformance with city codes.

Overall Impact Upon Neighbors
This request represents a reduction in overall building density from what was approved in October 2017 for the 16 three-story townhouse unit project. The proposal is 10 single family homes versus 16 multi-family townhouse units. The square footage of the proposed buildings is being reduced from the 68,694 square feet to the 46,665 square feet proposed. This reduction in FAR from 110% to 75% results in 22,029 less square feet of building mass. The height of the project is reduced from three stories to two stories and reduced in height from 35 feet to 32 feet. Similarly, the traffic generated by 10 single family homes is marginally less than from 16 townhouses.

All of the garages will be loaded from the center private alley. All of the homes facing Whipple and the golf course will have rear loaded garages so that there will be no view of garages from the public street or golf course. The southern lots will have front facing garages onto the alley.

Storm Water Retention: This project will have an underground storm water exfiltration system under the common driveway area that will meet the requirements of the St. John River Water Management District as well as City Code.

Development Plans
The applicant has provided a generalized plans and elevations for the type of homes that they plan to build, and general site plans for the layout of the proposed new homes. The R-3 zoning allows single family homes but the R-3 regulations do not anticipate owners using R-3 land for a single family home. Thus, there are some areas that need variances or need clarifications that the normal single family zoning rules will apply.

The five variances that are requested are:

1. The maximum building footprint coverage of each home to be 40% versus 35% for single family homes in R-3. This provides sufficient first floor footprint to locate a master bedroom on the first floor. It is noted that the 40% building footprint coverage is allowed for multi-family in R-3 (Park Hill Townhouses) and

footprint coverage is allowed for multi-family in R-3 (Park Hill Townhouses) and also if the site was zoned R-2.

2. The impervious surface area is 65% versus 60% for single family in R-3 but again if this were multi-family in R-3, the same 65% is allowed.
3. Street side setback on New York Avenue of 15 ft. (meets code) and 10 feet to the city alley on the eastern border. If the city interpreted the 20-foot-wide alley as a street, it would be a 15-foot setback, thus the clarification.
4. Side setbacks on interior lots (only abutting lots within this project) shall be 8.75 ft. versus 10 feet. Second floor side setbacks shall be the same as the first floor which meets R-3 code.
5. Rear yard setback for first floor shall be 10' on first floor and 25' for second floor which meets Code but clarifying that this means to the property line within the alley.

There also are certain provisions within the single family zoning districts (R-1AA/R-1A) that need to be clarified that they apply for these R-3 lots also:

- The area of open unenclosed porches up to 700 sq. ft. shall be excluded from FAR so long as impervious lot area coverage is met.
- Living space up to 200 sq. ft. can be located within the roof trusses with a min of 8/12 slope.
- Roof slopes of 8/12 or greater can increase maximum roof height to 32 ft. from 30 ft.
- For articulation, bay windows can encroach into side setback by 2 ft. as long as projection is not greater than 8 ft. in width.
- Open unenclosed front porches on street sides can encroach into front setback up to 5 feet.
- Pool setback to interior side yard setback to be at 8.75 feet to pool water's edge, same as the house. HVAC or pool equipment can be located within side yard setback not abutting roads or the alley provided it is screened with natural landscaping.

Summary

This Subdivision Plat request represents a reduction in overall building density from what was approved in October 2017 for the 16 unit, three-story townhouse project. There is an overall reduction in square footage of building area by 22,029 square feet. Traffic generation and building heights are also minimally reduced. The setback or coverage variances requested will not impact any adjacent neighboring properties.

Planning and Zoning Board Minutes from January 7, 2020:

- SUB #20-02. Request of WP View LLC For: Subdivision approval to split the vacant property at 694 N. New York Avenue, Zoned R-3, into ten single family lots for development as ten new single-family homes. Each proposed lot has 60-65 feet of lot width and 6,000-6,240 square feet of land area, which comply with the lot dimensions required for R-3 zoning.

  Principal Planner Jeff Briggs explained that the item was a subdivision request for the property at 694 N. New York Avenue, zoned R-3, located north of where the new First Church of Christian Scientist. The applicant's request is to divide the property into 10 single-family lots.

  Mr. Briggs reminded the Board that in 2017 the same property was approved to

Mr. Briggs reminded the Board that in 2017 the same property was approved to build 8 three-story duplex buildings with 16 units in total. With respect to the impact on neighbors, Mr. Briggs stated that the request represents less density than what was previously approved for the property with a reduction of one-story, a reduction of FAR from 110% to 75%, 22,000 less square feet of building mass and 10 units down from 16. Mr. Briggs noted that applicant requested adjustments to the setbacks on their property lines in order to make the project fit on the 16,000 square foot property.

Mr. Briggs provided stated that the alternative proposal for the property was to build 10 single-family homes instead. He stated that in R-3 zoning the minimum lot width was 50-feet and noted that all of the proposed lots were 60-feet in width with the exception of the corner lots at 65 feet and the minimum lot area was 6,000 feet and the proposed interior lots ranged between 6,000 to 6,240 square feet and the corner lots ranged from 6,500-6,750 square feet.

Mr. Briggs stated that no lot dimension variances were being requested and the lots comply with all code criteria. Mr. Briggs provided renderings of the proposed homes in terms of image and noted that no architectural designs were being proposed and the purchaser of the home would choose the architecture of the home.

The applicant has requested setback adjustments to the maximum building footprint coverage, impervious surface area, street side setback on New York Avenue, side setbacks on the interior lots and rear yard setbacks. Mr. Briggs stated that all of the variances were minor in the view of Staff and would not impact adjacent properties.Staff recommendation was for approval.

Mr. Briggs answered questions from the Board regarding the Plat recording for the subdivision preliminary and final plat process, Home Owner's Association for the subdivision, HOA architectural review, the existing City alley adjacent to the property and size of to be built on the lots. City Attorney Dan Langley clarified that the City requires a plat to be processed and recorded for the subdivision and clarified the requirement to make it clear that the City is not approving the request without it going through a final plat process.

Chris Gardner, Winter Park View LLC, 1353 Palmetto Avenue, Winter Park, FL., represented the applicant. Mr. Gardner explained that the request was in response to the market. He addressed questions from the Board regarding the size of homes to be built on the lots and stated that the homes would be custom built and range in size from 3,400 -3,800 square feet. Mr. Gardner stated that the homes would be fee simple lots, have a Home Owner's Association and have a developer driven internal architectural review process. Additionally, Mr. Gardner answered questions regarding fencing/ buffering between the homes and the church and visitor parking requirements.

No one from the public wished to speak. The public hearing was closed.

During public comment City Attorney Dan Langley reiterated his recommendation that P&Z add the condition that the approval of the request would be subject to

the submittal and obtaining approval of a preliminary and final plat meeting City

code requirements in Chapter 177 Florida Statutes and submittal and approval of a set of covenants, conditions and restrictions concerning a Home Owner's Association and governing the project.

The Planning Board members agreed that single family homes were appropriate and compatible at this location, that there were no lot dimension variances and that the setbacks reliefs were not significant. As this request represented lesser density in terms of 10 units versus 16 units and less building mass, the Board was in support.

Motion made by Owen Beitsch, seconded by Adam Bert for Subdivision approval to split the vacant property at 694 N. New York Avenue into ten single-family lots, zoned R-3, with the provisions that as outlined by the city attorney for the final plat and necessary procedures for creating a Home Owner's Association.

Motion carried unanimously with a 6-0 vote.

alternatives / other considerations

N/A

fiscal impact

N/A

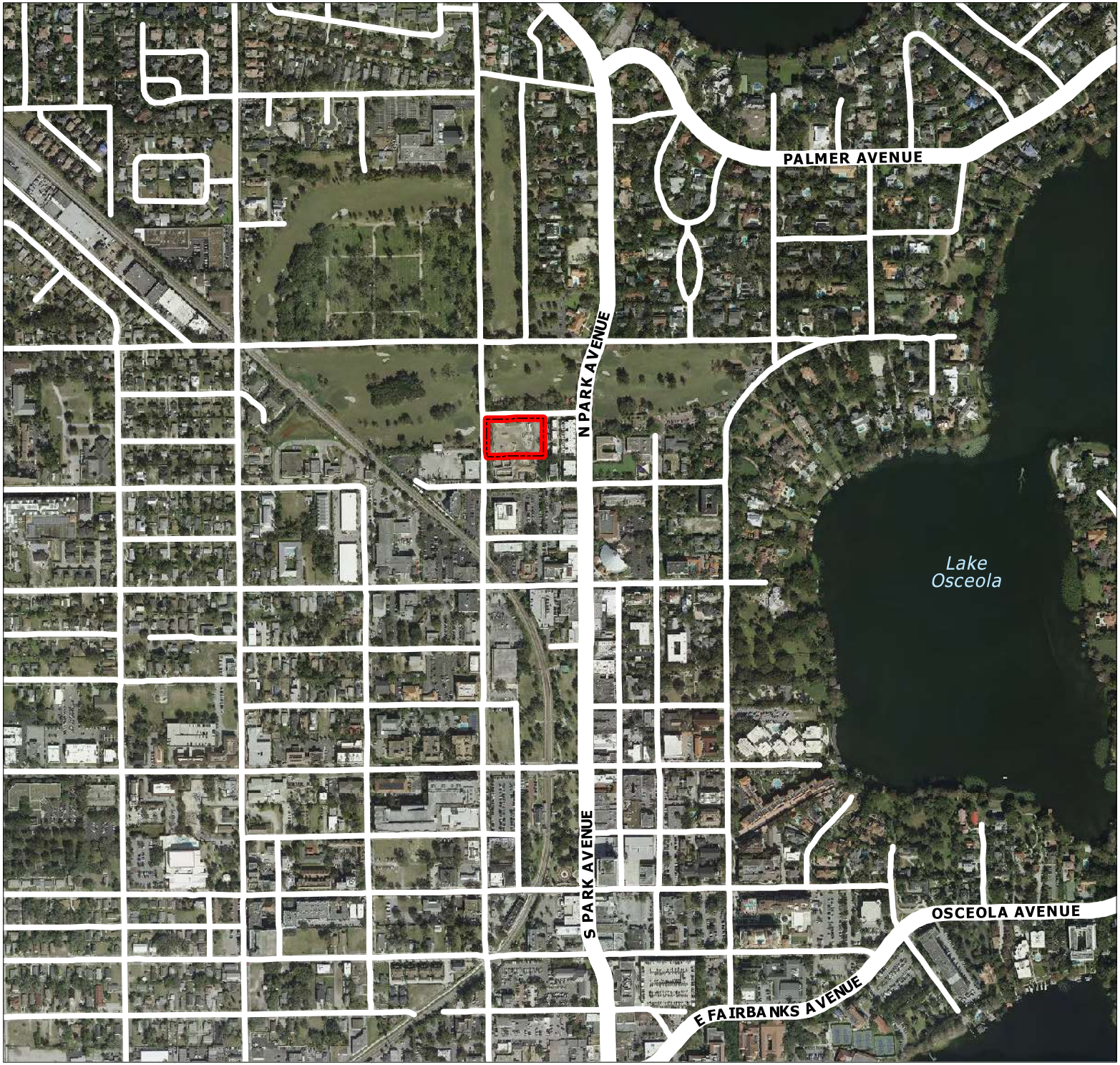
ATTACHMENTS:

Description	Upload Date	Type
Backup Materials	1/14/2020	Backup Material

LOCATION MAP

694 N New York Ave

City of Winter Park
Florida



N
W E
S

LOCATION MAP

694 N New York Ave

City of Winter Park
Florida

WP View, LLC requests to modify the site at 650 North New York Ave. The proposed modification would change the site from its current approved 8 – 2-unit 3 story buildings to 10 single family homes. This will lower the density of this site by 6 housing units and lower the overall height from 41 feet to 30 feet. Also, this plan would increase green space as the proposed lots would be 60 X100 feet.

These homes will be completely custom designed to the highest of architectural standards. Each home will have its own unique architectural style in keeping with the feel of Winter Park and the character that residents have come to appreciate. These homes will be completely complimentary with the existing nearby homes. The site will be served by a center street so that no driveway or garage will face Whipple Ave or New York Ave.

With this property being R3 zoned and changing to single family the following setbacks will apply.

Proposed setbacks

Whipple Ave homes
25' front yard setback,
8.75' side yard set back
10' rear setback.

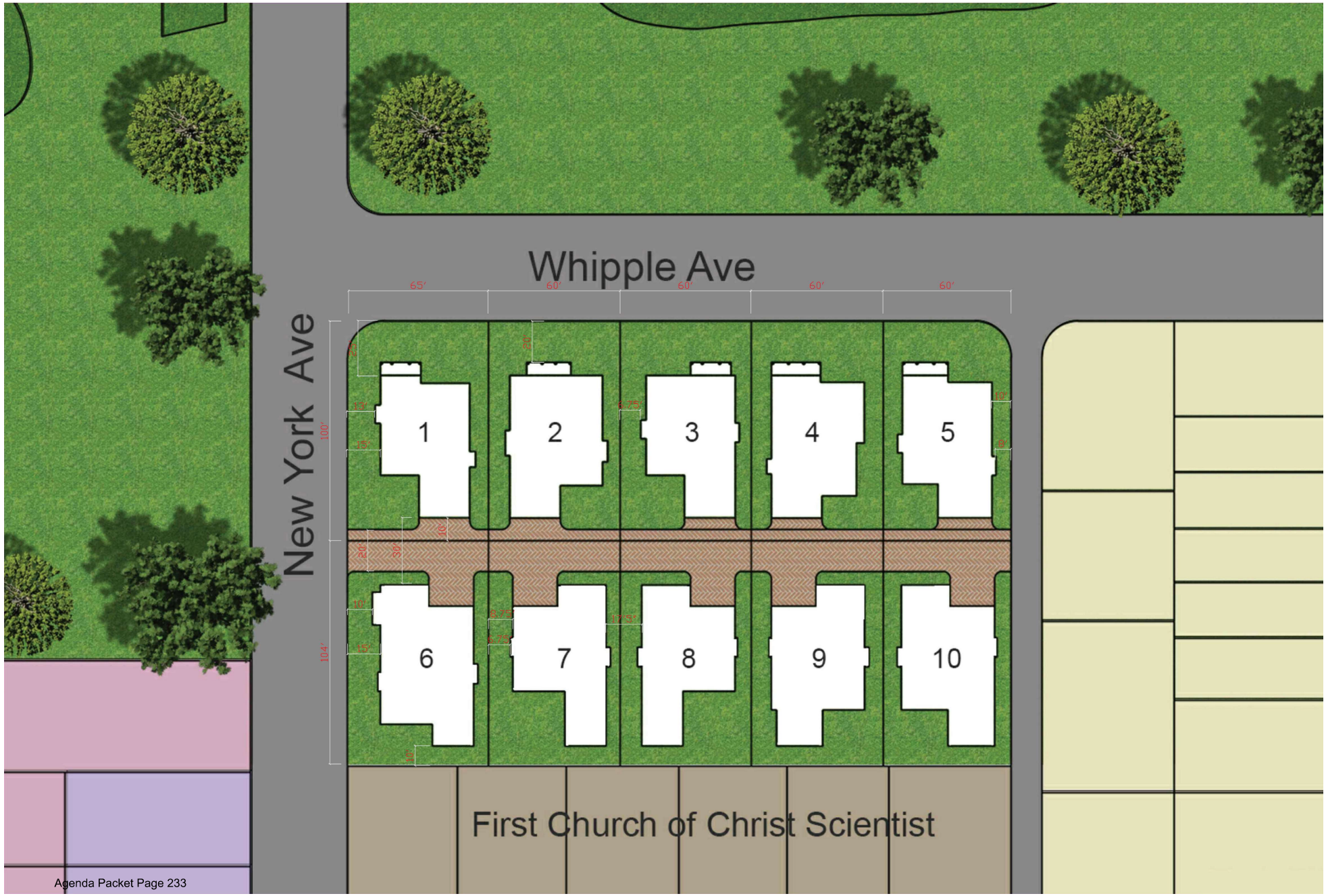
Rear lots abutting the First Church of Christian Scientist
20' front yard setback
8.75' side yard setback
10' rear setback

Corner lots on New York Ave
15' side setback from New York Ave and the corner lots on the alley abutting Park Hill will have a 10' side setback.

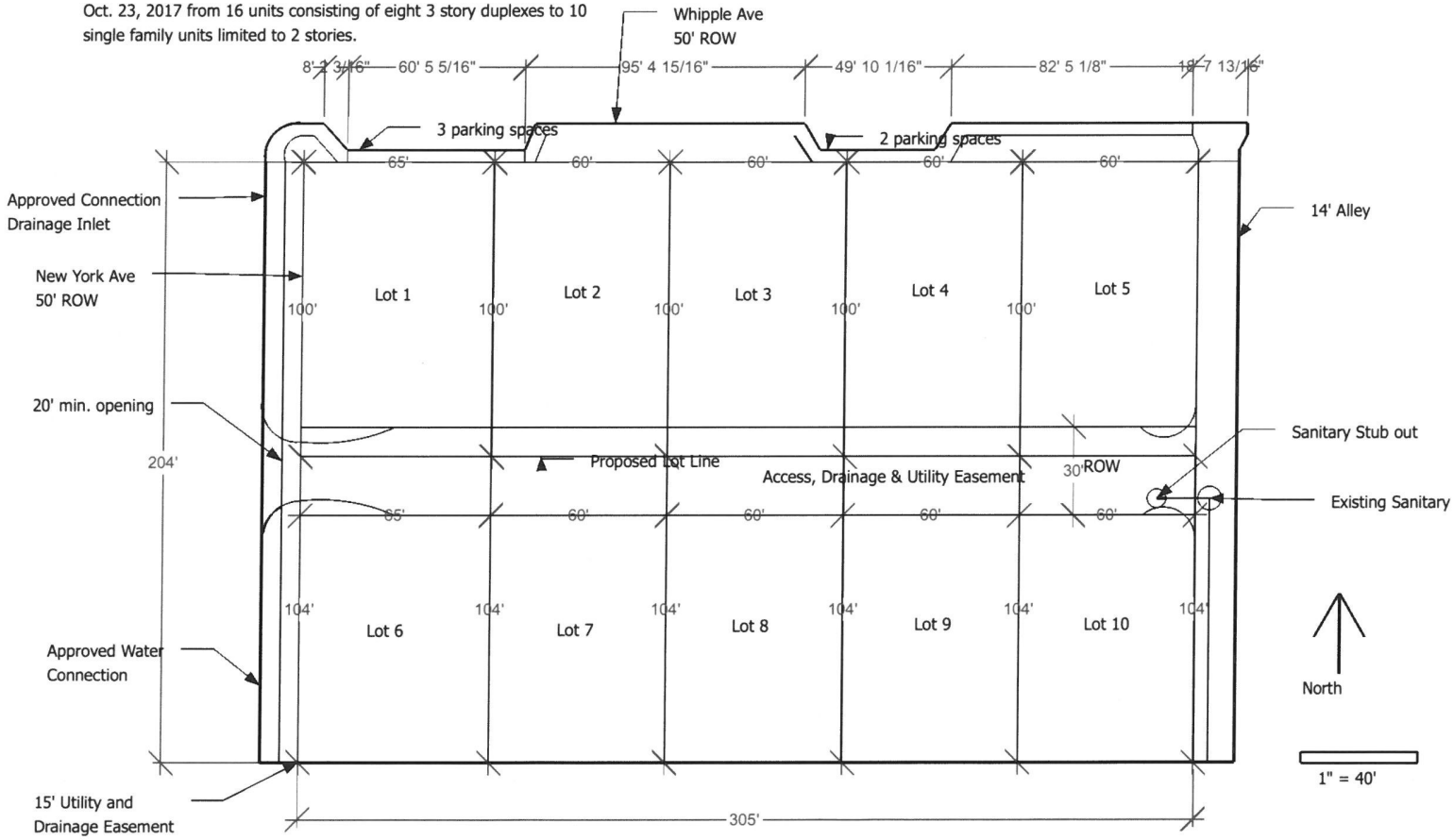
Side yard setbacks are being driven by the designs that call for master bedrooms down. The house plans and site plans can be viewed with the enclosed materials.

Overall this request has merit based upon the single-family character of the city of Winter Park and lessening the impact of high-density condominiums and townhomes that are becoming prevalent throughout downtown.

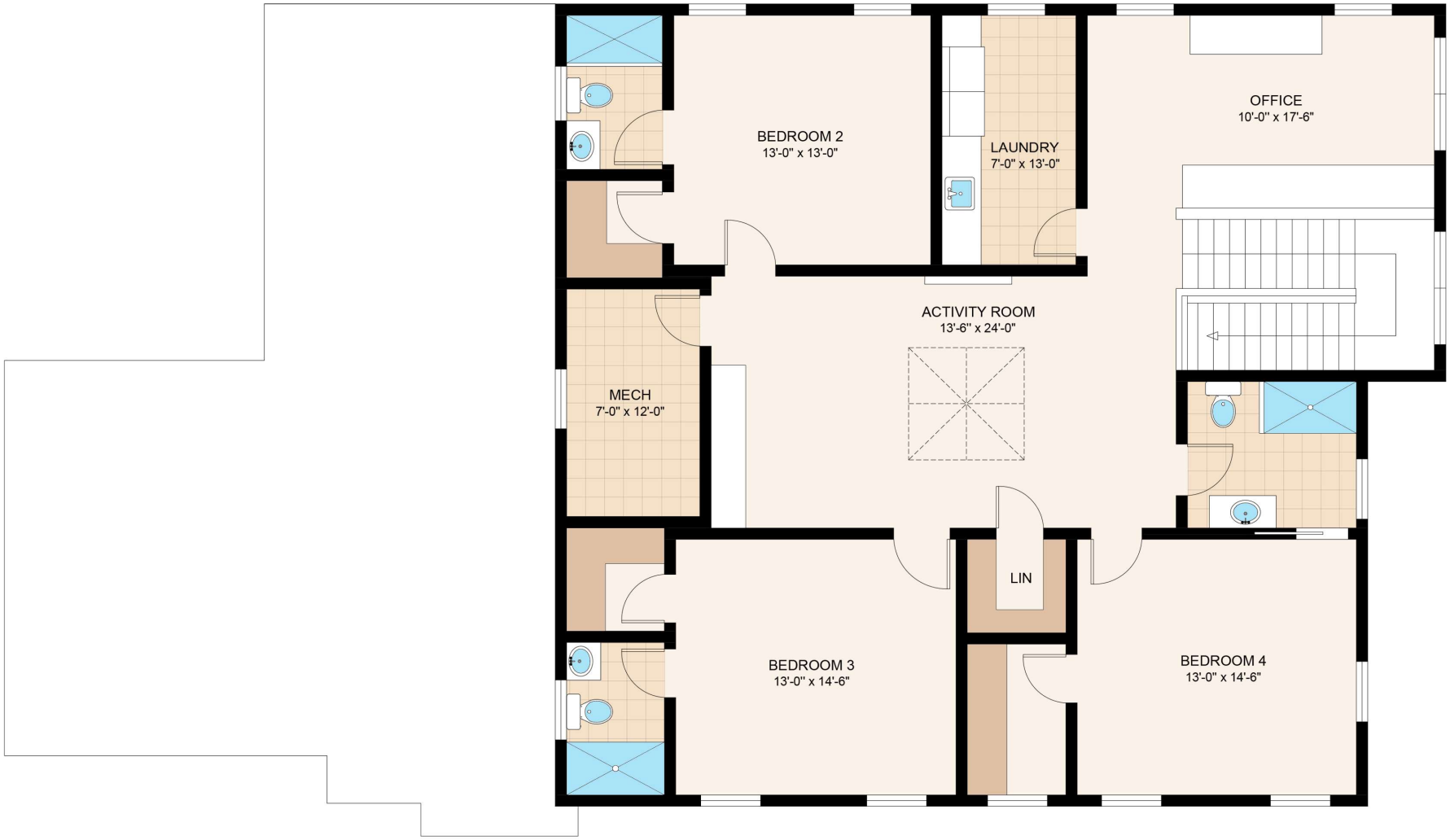
W Webster Ave
City Of Winter Park
City Of Winter Park
S Park Ave
Winter Park
Country Club
City Of Winter Park
Whipple Ave
New York Ave
1
2
3
4
5
6
7
8
9
10
First Church of Christ Scientist
Park Place
Condo
S Park Ave
Diocese Of
Orlando
W Swoope Ave
W Swoope Ave
Winter Park
Century Link
Embarq Corp
St Margaret
Mary Catholic
Church
Diocese Of Orlando


Whipple Ave
New York Ave
65'
60'
60'
60'
60'
100'
104'
20'
13'
15'
10'
20'
30'
10'
15'
10'
8.75'
8.75'
17.75'
8.75'
8.75'
10'
8'
1
2
3
4
5
6
7
8
9
10
First Church of Christ Scientist

Modification of 1.43 acre subdivision plan for 650 N New York Ave approved Oct. 23, 2017 from 16 units consisting of eight 3 story duplexes to 10 single family units limited to 2 stories.



WATER FEATURE
TRANSITIONAL
14'-0" x 18'-0"
GREAT ROOM
18'-0" x 19'-0"
ENTRY
9'-0" x 16'-0"
MUD ROOM
DINING
UP
MASTER BEDROOM
16'-0" x 19'-0"
PANTRY
KITCHEN
19'-0" x 12'-0"
2 CAR GARAGE
MASTER BATH
10'-6" x 16'-0"
DRESSING
10'-6" x 14'-0"


BEDROOM 2
13'-0" x 13'-0"
LAUNDRY
7'-0" x 13'-0"
OFFICE
10'-0" x 17'-6"
ACTIVITY ROOM
13'-6" x 24'-0"
MECH
7'-0" x 12'-0"
LIN
BEDROOM 3
13'-0" x 14'-6"
BEDROOM 4
13'-0" x 14'-6"

POOL
10' X 12'
TRANSITIONAL
14' X 18'
GREAT ROOM
18' X 20'
LAUNDRY
7' X 12'
ENTRY
8' X 12'
PORCH
DINING
WC
2 CAR GARAGE
FLEX ROOM
13' X 14'
KITCHEN
12' X 19'
PANTRY
BATH

BEDROOM 2
13' X 14'
BEDROOM 3
13' X 14'
MECHANICAL
7' X 14'
ACTIVITY
14' X 16'
MASTER SUITE
15' X 18'
DREESING
6' X 18'
M. BATH
11' X 16'

city commission agenda item

item type Public Hearings	meeting date 1/27/2020
prepared by Planning	approved by City Manager, City Attorney
board approval yes final vote	
strategic objective Exceptional Quality of Life, Intelligent Growth and Development	

subject

Request of the ORC 2611/2615 Lee Road LLC for:

- Conditional Use approval to redevelop the properties at 2611 and 2615 Lee Road for a new Starbucks restaurant with a drive-thru component on these two properties zoned C-3.

motion / recommendation

Recommendation from the Planning and Zoning Board and Staff is for approval with four conditions:
1. That per the applicant's submission, a monument sign will be implemented on the Lee Road frontage.
2. That directional signage for the Starbucks will be allowed on the adjacent office property on Wymore Road.
3. That one electric vehicle charging station be implemented in the parking lot.
4. Consolidation of the three parcels into one property with one address.

background

This is a Conditional Use request that seeks to redevelop the properties at 2611 and 2615 Lee Road for a new Starbucks with a drive-thru component. Any project with a drive-thru component is a conditional use.

Project Description

This project utilizes a portion (11,550 sq. ft.) of the existing parking lot from the adjacent 2699 Lee Road office building along with the 2611 and 2615 Lee Road sites. The total project site measures 35,719 sq. ft. (0.82 acres) with 185 feet of frontage on Lee Road. The building is approximately 2,500 sq. ft. in size, which is an FAR of 7%. Impervious coverage is 75% of the site with 25% landscape area. Parking is shown with 36 spaces and 26 needed per Code. The project meets all setbacks and also complies with the City landscape code. Storm water retention is provided via underground exfiltration on a site that currently has no storm water retention.

Impact Analysis and Compatibility with the Surroundings

One reason for the conditional use review is to insure the adequacy of stacking/queuing for drive-thru's. We have observational experience with the Starbucks at Winter Park Village and at 2519 Aloma Avenue, next to Mayflower Court. This is a similar layout and design to the 2519 Aloma location with stacking/queuing for nine cars which has been adequate at that site.

The adjacent office building at 2699 Lee Road is contributing 11,550 sq. ft. to this project site and in the process losing 41 parking spaces. That six story office of 93,000 square feet in size needs 270 parking spaces per City Code. The existing parking lot has 396 parking spaces, so the loss of 41 spaces will not affect that property. The two parking lots will interconnect so that vehicles can drive thru the office parking lot for back access to/from Wymore Road.

Building Image/Signage
The proposed architectural elevations are attractive and compatible with this location. The signage proposed would be a monument sign which is preferred by staff. The added bonus of this project is that the existing billboard on-site must be removed, as it falls within the drive aisle and per the applicant, notice has already been sent to Clear Channel regarding cancellation of the billboard existing lease.

Staff Review
The City's Technical Advisory Committee of all city departments reviewed this project on December 18th. All infrastructure matters are per Code. FDOT is the jurisdictional agency regarding the new driveway location and design. There was interest in providing for an electric vehicle charging space as a convenience for customers while they enjoy their beverages.

Planning and Zoning Board Minutes from January 7, 2020:

- CU #20-01. Request of the ORC 2611/2615 Lee Road LLC for: Conditional Use approval to redevelop the properties at 2611 and 2615 Lee Road for a new Starbucks restaurant with a drive-thru component on these two properties, zoned C-3.

  Mr. Briggs explained that the request was a Conditional Use approval to redevelop the properties and 2611 and 2615 Lee Road for a new Starbucks. Aerial images were shown that outlined the location of the property, zoned commercial, which located next to a six-story office building with a large parking lot in the back.

  Mr. Briggs explained that the project would include approximately 11,000 square feet from the existing office building parking lot to be encompassed within the Starbucks property. He presented images of the layout of the project and explained that it was identical to the Starbucks location at 2519 Aloma Avenue. He stated that the layout would work adequately with stacking and cueing of cars and no variances were requested.

  Mr. Briggs explained that the project would have parking that exceeds code, open space or landscaping on 25% of the site, redevelopment of the property eliminating an auto repair business and a better use of the property. It was noted that an existing billboard on the property was being removed as it falls

within the drive aisle of the project and the applicant would be implementing monument signage for the Starbucks. In additional to the monument signage, Mr. Briggs stated that the applicant would be adding a directional sign into the parking lot from Wymore Road.

Staff recommendation was for approval.

Brooks Stickler, Kimley-Horn and Associates represented the applicant. He stated that his team had worked with Staff on the project and modified the stacking aspect of the project based on discussion with Staff and explained that the driveway was shifted from eastern property line to the western to help alleviate any potential backups on Lee Road and would allow stacking up to 18 cars. He stated that the project is promoting access through the site to allow for easier ingress and egress to head eastbound on SR 423 by getting to the signal on the western office complex.

City Attorney asked the applicant if the necessary stops for cross access easements and signage easements were being created to make the project "run of the land" so if the Starbucks site. Mr. Stickler confirmed that the easements were being created and in addition, a drainage easement was being created. There was further discussion regarding processes for having the easement agreements recorded with the City.

Additionally, Mr. Stickler answered questions regarding the existing driveway on the property off of Lee Road.

The Board heard public comment from Kay Kistenbroker, 2429 Albert Lee Parkway, Winter Park, Fl. Ms. Kistenbroker expressed concerns the related to the increase in traffic the project would bring to the area and cited traffic safety concerns with cars making U-Turns at the intersections Lee Road and Gloriosa Avenue.

No one else wished to speak. The public hearing was closed.

The Planning Board addressed Ms. Kristenbroker's concerns related to increased traffic generation but noted that any increase in traffic would be difficult to notice given that this is the City's most heavily traveled intersection. The Board noted that the interconnection with the Office building parking providing access to and from Wymore Road would limit U-turns since traffic could turn left at Wymore and come into Starbucks thru the office parking lot.

Motion made by Chuck Bell, seconded by Christian Swann for Conditional Use approval to redevelop the properties at 2611 and 2615 Lee Road for a new Starbucks restaurant with a drive-thru component on these two properties, zoned C-3 with the following staff conditions:

1. That per the applicant's submission, a monument sign will be implemented on the Lee Road frontage.

2. That directional signage for the Starbucks will be allowed on the

adjacent office property on Wymore Road.

3. That one electric vehicle charging station be implemented in the parking lot.

4. Consolidation of the three parcels into one property with one address.

5. That the property owner obtain cross access easements, signage easements and drainage easements as necessary over the adjacent property.

Motion carried unanimously with a 6-0 vote.

alternatives / other considerations

N/A

fiscal impact

N/A

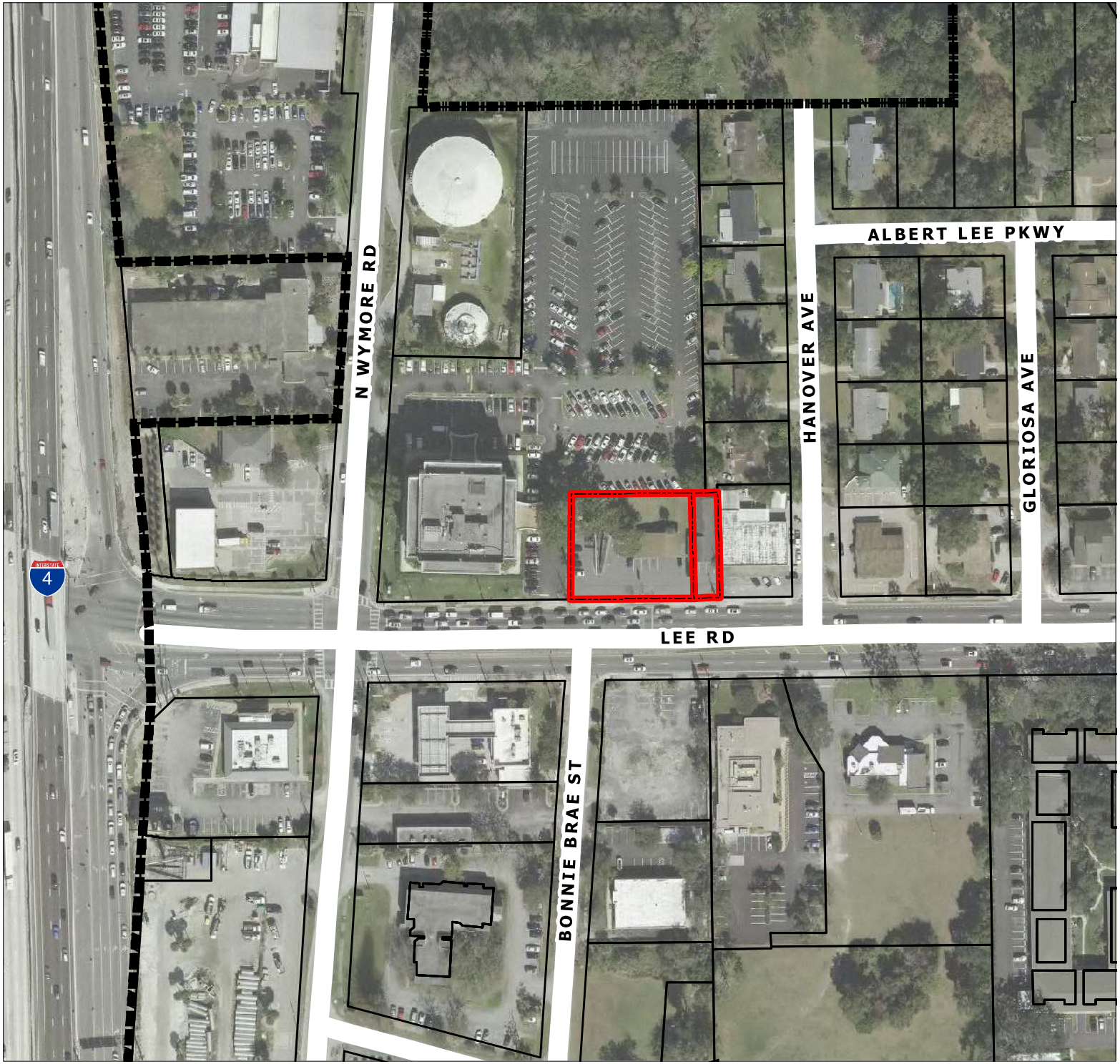
ATTACHMENTS:

Description	Upload Date	Type
Backup Materials	1/14/2020	Backup Material

LOCATION MAP

2615/2611 Lee Road

City of Winter Park
Florida



LOCATION MAP

2615/2611 Lee Road

City of Winter Park
Florida

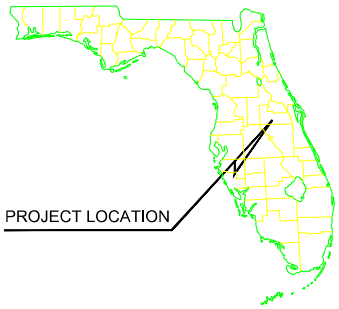
CONDITIONAL USE PLANS

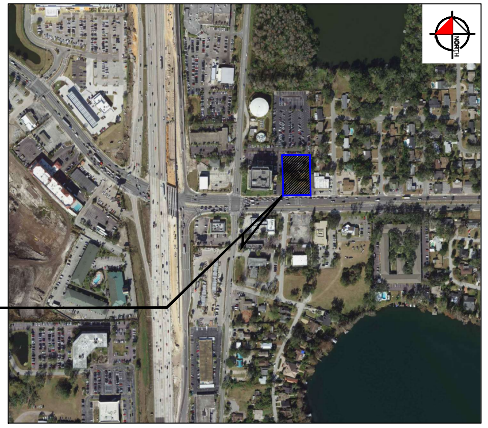
FOR

LEE ROAD STARBUCKS

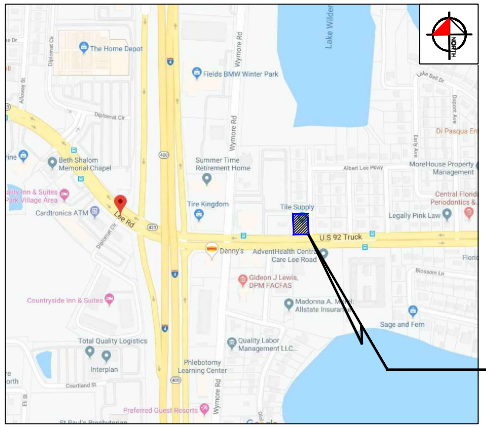
PARCEL #'S 01-22-29-9180-00-113
01-22-29-9180-00-116
02-22-29-0064-01-012

CITY OF WINTER PARK, FLORIDA
DECEMBER 2, 2019





AERIAL MAP
N.T.S.



VICINITY MAP
N.T.S.

SHEET INDEX

Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	PAVING, GRADING, AND DRAINAGE PLAN
C4.0	UTILITY PLAN
L1.0	LANDSCAPE PLAN
L2.0	IRRIGATION PLAN
A0.01	COVER SHEET
A2.01	FLOOR PLAN
A2.02	ROOF PLAN
A3.01	EXTERIOR ELEVATIONS
A4.01	BUILDING SECTIONS
A4.02	WALL SECTIONS

LEGAL DESCRIPTION

WEST WINTER PARK A/62 S 150 FT OF E1/2 OF LOT 11 (LESS W 50 FT) & S 150 FT OF W 13 FT OF VACATED ST LYING E OF LOT 11 (LESS RD R/W ON S)

PROJECT TEAM

OWNER/DEVELOPER
ORC 2611 & 2615 LEE ROAD, LLC
1646 33RD STREET, SUITE 301
ORLANDO, FL 32839
CONTACT: ROBERT OWENS

SURVEYOR
LEADING EDGE LAND SERVICES INC.941 S.
8802 EXCHANGE DRIVE
ORLANDO, FL 32809
PHONE: (407) 351-6730

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVE., SUITE 1000
ORLANDO, FL 32801
CONTACT: BROOKS A. STICKLER, P.E.
PHONE: (407) 898-1511
FAX: (407) 894-4791
EMAIL: brooks.stickler@kimley-horn.com

ARCHITECT
JACOBS & ASSOCIATES, INC.
6900 S. ORANGE BLOSSOM TRAIL, SUITE 306
ORLANDO, FL 32809
CONTACT: DAVID JACOBS
PHONE: (407) 926-3000

PREPARED BY
Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. Orange Avenue, Suite 1000, Orlando, FL 32801
Phone: (407) 898-1511
WWW.KIMLEY-HORN.COM CA 00000696

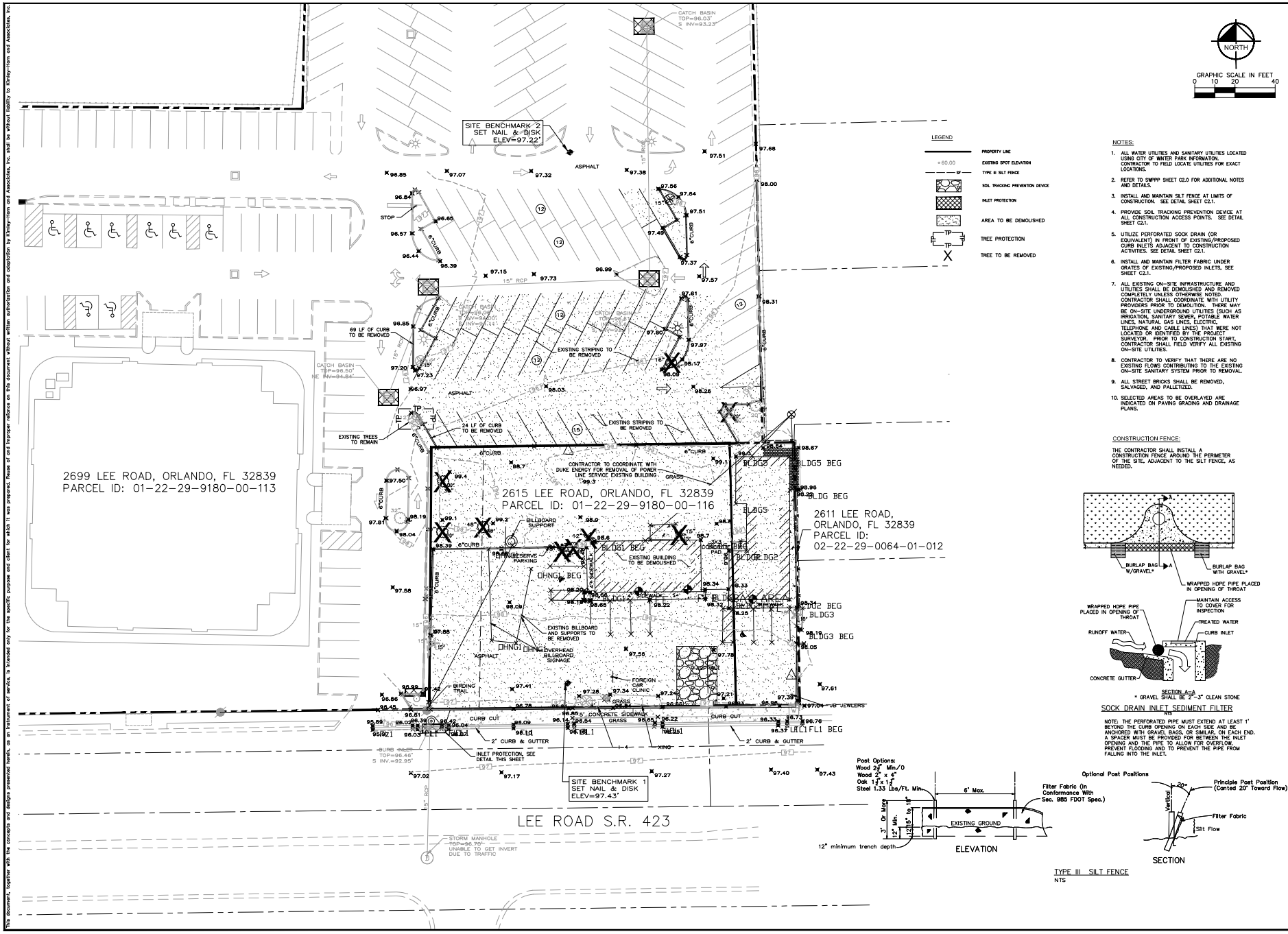
BROOKS A. STICKLER, P.E.
FL. P.E. NO. 74031

LEE ROAD STARBUCKS
12/02/2019
ENGINEER'S PROJECT No. 049033000

REVISIONS:

No.	DESCRIPTION	DATE	BY

Drawing name: K:\ORL_Civil\049033000-Starbucks Lee Road\CADD\CUP\PlanSheets\C0.0 COVER SHEET.dwg C0.0 COVER SHEET Dec 02, 2019 10:46am by: Chad.Wise
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- PROPERTY LINE
- 60.00 EXISTING SPOT ELEVATION
- 5' TYPE III SILT FENCE
- SOIL TRACKING PREVENTION DEVICE
- INLET PROTECTION
- AREA TO BE DEMOLISHED
- TP TREE PROTECTION
- X TREE TO BE REMOVED

NOTES:

1. ALL WATER UTILITIES AND SANITARY UTILITIES LOCATED USING CITY OF WINTER PARK INFORMATION. CONTRACTOR TO FIELD LOCATE UTILITIES FOR EXACT LOCATIONS.
2. REFER TO SWPPP SHEET C2.0 FOR ADDITIONAL NOTES AND DETAILS.
3. INSTALL AND MAINTAIN SILT FENCE AT LIMITS OF CONSTRUCTION. SEE DETAIL SHEET C2.1.
4. PROVIDE SOIL TRACKING PREVENTION DEVICE AT ALL CONSTRUCTION ACCESS POINTS. SEE DETAIL SHEET C2.1.
5. UTILIZE PERFORATED SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED CURB INLETS ADJACENT TO CONSTRUCTION ACTIVITIES. SEE DETAIL SHEET C2.1.
6. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS, SEE SHEET C2.1.
7. ALL EXISTING ON-SITE INFRASTRUCTURE AND UTILITIES SHALL BE DEMOLISHED AND REMOVED COMPLETELY UNLESS OTHERWISE NOTED. CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS PRIOR TO DEMOLITION. THERE MAY BE ON-SITE UNDERGROUND UTILITIES (SUCH AS IRRIGATION, SANITARY SEWER, POTABLE WATER LINES, NATURAL GAS LINES, ELECTRIC, TELEPHONE AND CABLE LINES) THAT WERE NOT LOCATED OR IDENTIFIED BY THE PROJECT SURVEYOR. PRIOR TO CONSTRUCTION START, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ON-SITE UTILITIES.
8. CONTRACTOR TO VERIFY THAT THERE ARE NO EXISTING FLOWS CONTRIBUTING TO THE EXISTING ON-SITE SANITARY SYSTEM PRIOR TO REMOVAL.
9. ALL STREET BRICKS SHALL BE REMOVED, SALVAGED, AND PALLETIZED.
10. SELECTED AREAS TO BE OVERLAYED ARE INDICATED ON PAVING GRADING AND DRAINAGE PLANS.

CONSTRUCTION FENCE:

THE CONTRACTOR SHALL INSTALL A CONSTRUCTION FENCE AROUND THE PERIMETER OF THE SITE, ADJACENT TO THE SILT FENCE, AS NEEDED.

SOCK DRAIN INLET SEDIMENT FILTER

NOTE: THE PERFORATED PIPE MUST EXTEND AT LEAST 1' BEYOND THE CURB OPENING ON EACH SIDE AND BE ANCHORED WITH GRAVEL BAGS, OR SIMILAR, ON EACH END. A SPACER MUST BE PROVIDED FOR BETWEEN THE INLET OPENING AND THE PIPE TO ALLOW FOR OVERFLOW. PREVENT FLOODING AND TO PREVENT THE PIPE FROM FALLING INTO THE INLET.

TYPE III SILT FENCE
NTS

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL: BROOKS A. STICKLER, P.E.
FLORIDA LICENSE NUMBER 74031
DATE: 12/02/2019

KHA PROJECT 049033000
DATE 12/02/2019
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

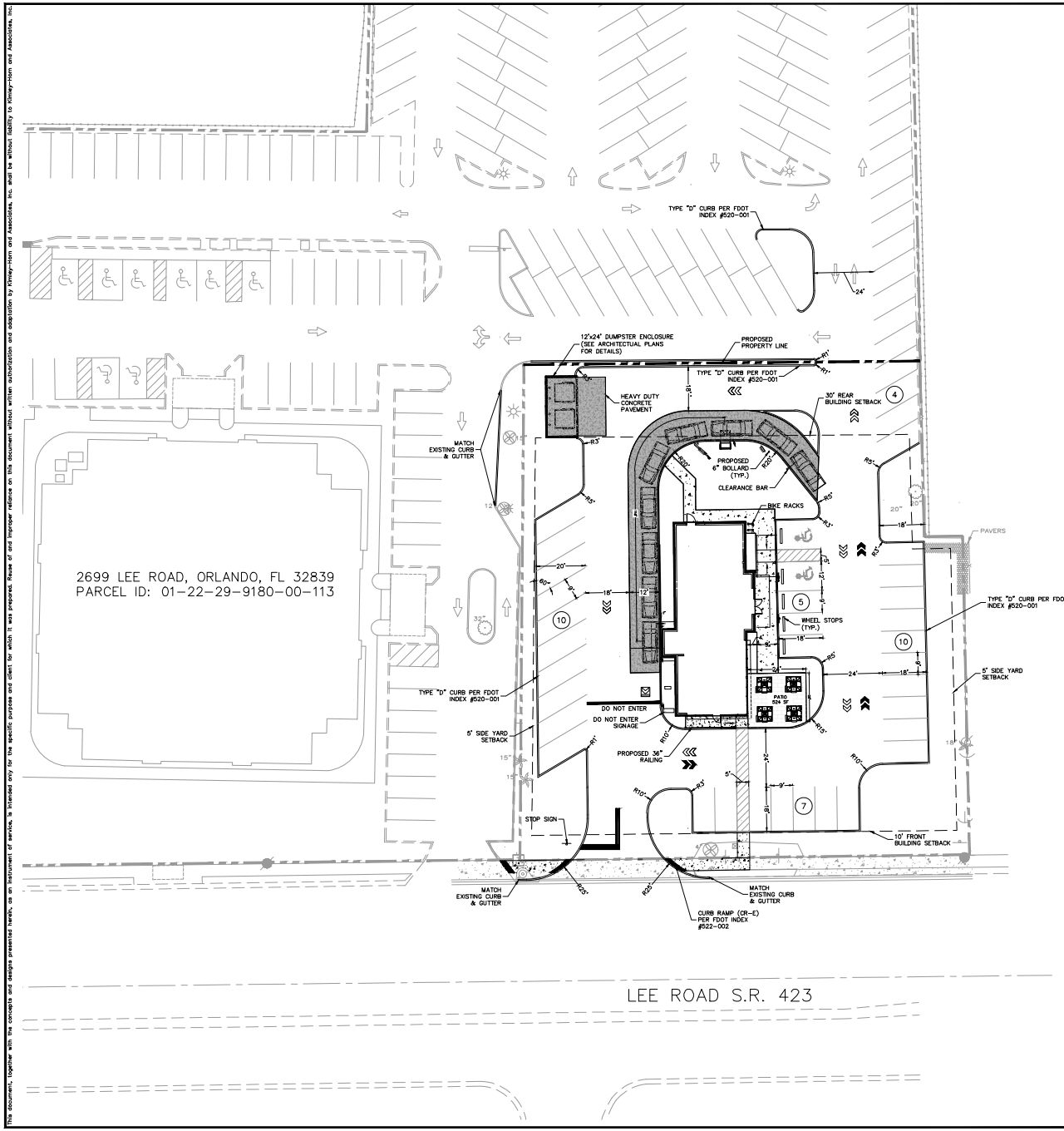
EXISTING CONDITIONS AND DEMOLITION PLAN

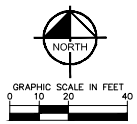
LEE ROAD STARBUCKS

CITY OF ORLANDO FLORIDA

SHEET NUMBER
C1.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





SITE DATA: LEE ROAD STARBUCKS

TOTAL AREA:	±0.82 ACRES
EXISTING ZONING:	C-3
EXISTING USE:	COMMERCIAL
PROPOSED LANDUSE:	COMMERCIAL (RESTARAUNT)
IMPERVIOUS AREA:	0.57 AC
PERVOUS:	0.25 AC
PROPOSED FAR:	0.07

REQUIRED BUILDING SETBACKS:

SOUTH (FRONT):	10 FT
EAST (SIDE):	5 FT
WEST (SIDE-STREET):	5 FT
NORTH (REAR):	30 FT

PROPOSED BUILDING SETBACKS:

SOUTH (FRONT-STREET):	58 FT
EAST (SIDE):	73/85 FT
WEST (SIDE):	57 FT
NORTH (REAR):	65 FT

REQUIRED PARKING:

RESTAURANT

1 SP/50 SF OF PATRON USE FLOOR AREA
1,300/50 = 26 SPACES

TOTAL REQUIRED:	26 SPACES
NUMBER OF ADA PARKING SPACES REQ'D:	2 SPACES

PROVIDED PARKING:

STANDARD (9'X18'):	34 SPACES
ADA PARKING (12'X18'):	2 SPACES

REQUIRED BIKE PARKING:

COMMERCIAL

10% OF REQUIRED AUTOMOBILE PARKING
26*0.10 = 3 SPACES

TOTAL REQUIRED:	3 SPACES

PROVIDED BIKE PARKING: 4 SPACES

PHASING:
THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

LEGEND

- PROPERTY LINE
- PROPOSED PROPERTY LINE
- BUILDING SETBACK
- EXISTING SIDEWALK CONCRETE
- PROPOSED SIDEWALK CONCRETE
- (8) PROPOSED PARKING COUNT

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
BROOKS A. STOKLER, P.E.
FLORIDA LICENSE NUMBER 74031
DATE: 12/02/2019

KHA PROJECT 049033000
DATE 12/02/2019
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

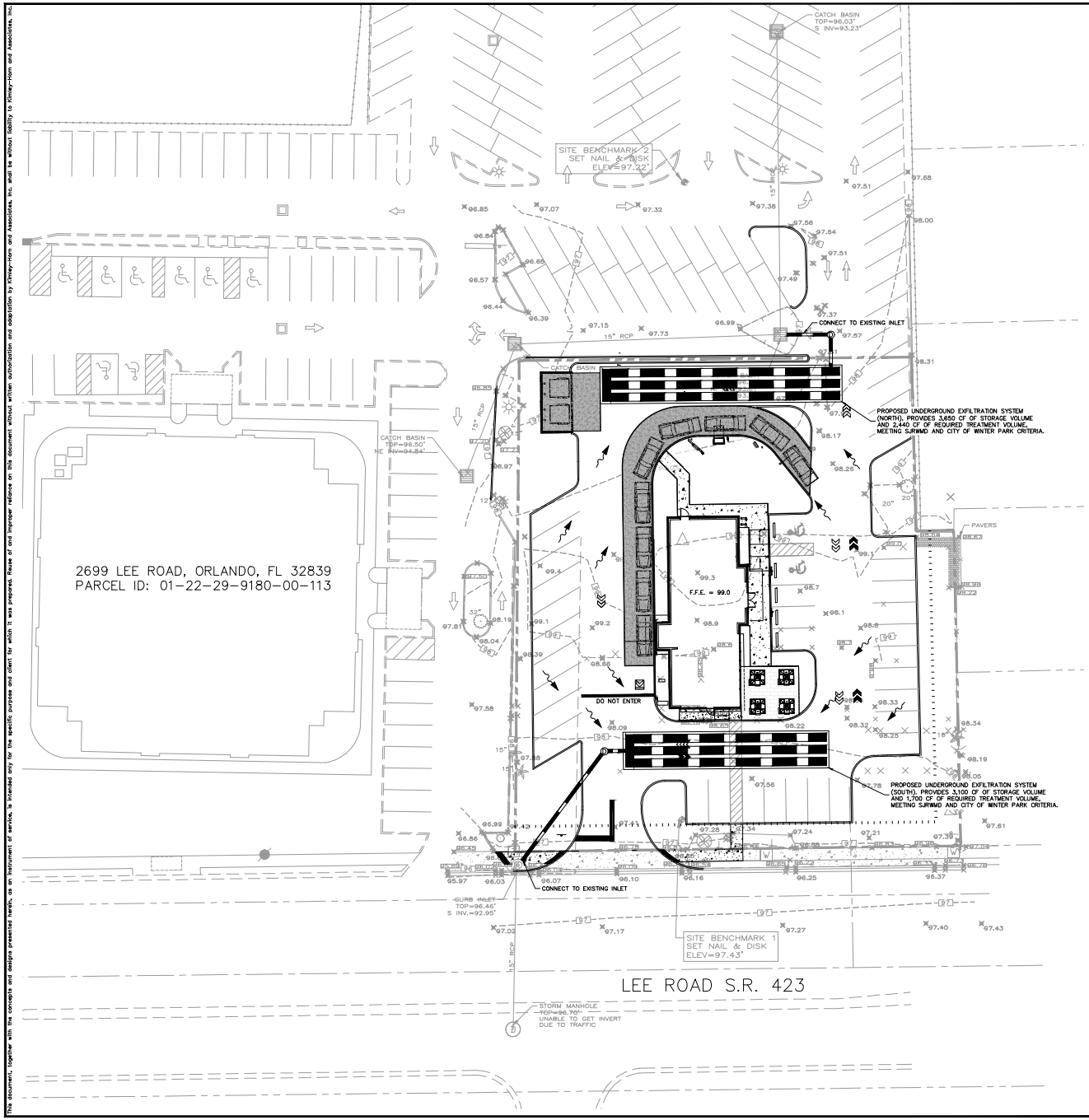
SITE PLAN

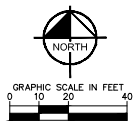
LEE ROAD STARBUCKS

CITY OF ORLANDO FLORIDA

SHEET NUMBER
C2.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





NOTES:

1. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED 2.0% CROSS SLOPE NOR 5% LONGITUDINALLY. GRADES IN ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. IN CASES OF SIDEWALK LANDINGS AT BUILDING ENTRANCES, GRADES SHALL NOT EXCEED 2% IN ANY DIRECTION. ACCESSIBLE CURB RAMPS SHALL NOT EXCEED 6' IN LENGTH AND 1:12 SLOPE. LANDINGS AT CHANGES IN DIRECTION SHALL BE MINIMUM 60"x60" AND SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION
2. GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE UNLESS OTHERWISE NOTED.
3. 100-YEAR FLOODPLAIN ELEVATION IS 84.4' PER FEMA PANEL #12095C0255F

LEGEND

- DIRECTION OF SURFACE WATER RUNOFF
- PROPOSED STORM PIPE
- PROPOSED STORM STRUCTURE
- PROPOSED STORM MANHOLE
- × 60.00 EXISTING SPOT ELEVATION
- PROPOSED HEAVY DUTY ASPHALT

NORTH SYSTEM

	Stage (ft)	Area (sq.-ft.)	Volume (cu.-ft.)	Volume (ac.-ft.)
Trench Bottom	93.5	536.67	0.00	0.000
Bottom of Pipe	93.5	536.67	0.00	0.000
	93.8	923.20	266.66	0.006
	94.2	1,052.04	597.91	0.014
	94.5	1,127.11	962.21	0.022
	94.8	1,167.87	1,345.54	0.031
Middle of Pipe	95.2	1,180.89	1,737.73	0.040
	95.5	1,167.87	2,129.92	0.049
	95.8	1,127.11	2,513.24	0.058
	96.2	1,052.04	2,877.55	0.066
	96.5	923.20	3,208.79	0.074
Top of Pipe	96.8	536.67	3,475.46	0.080
Top of Trench	97.2	536.67	3,654.35	0.084

SOUTH SYSTEM

	Stage (ft)	Area (sq.-ft.)	Volume (cu.-ft.)	Volume (ac.-ft.)
Trench Bottom	93.5	456.17	0.00	0.000
Bottom of Pipe	93.5	456.17	0.00	0.000
	93.8	784.20	226.55	0.005
	94.2	893.54	507.90	0.012
	94.5	957.25	817.31	0.019
	94.8	991.84	1,142.86	0.026
Middle of Pipe	95.2	1,002.89	1,475.94	0.034
	95.5	991.84	1,809.01	0.042
	95.8	957.25	2,134.56	0.049
	96.2	893.54	2,443.97	0.056
	96.5	784.20	2,725.32	0.063
Top of Pipe	96.8	456.17	2,951.87	0.068
Top of Trench	97.2	456.17	3,103.93	0.071

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
BROOKS A. STOKLER, P.E.
FLORIDA LICENSE NUMBER 74031
DATE: 12/02/2019

KHA PROJECT 049033000
DATE 12/02/2019
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

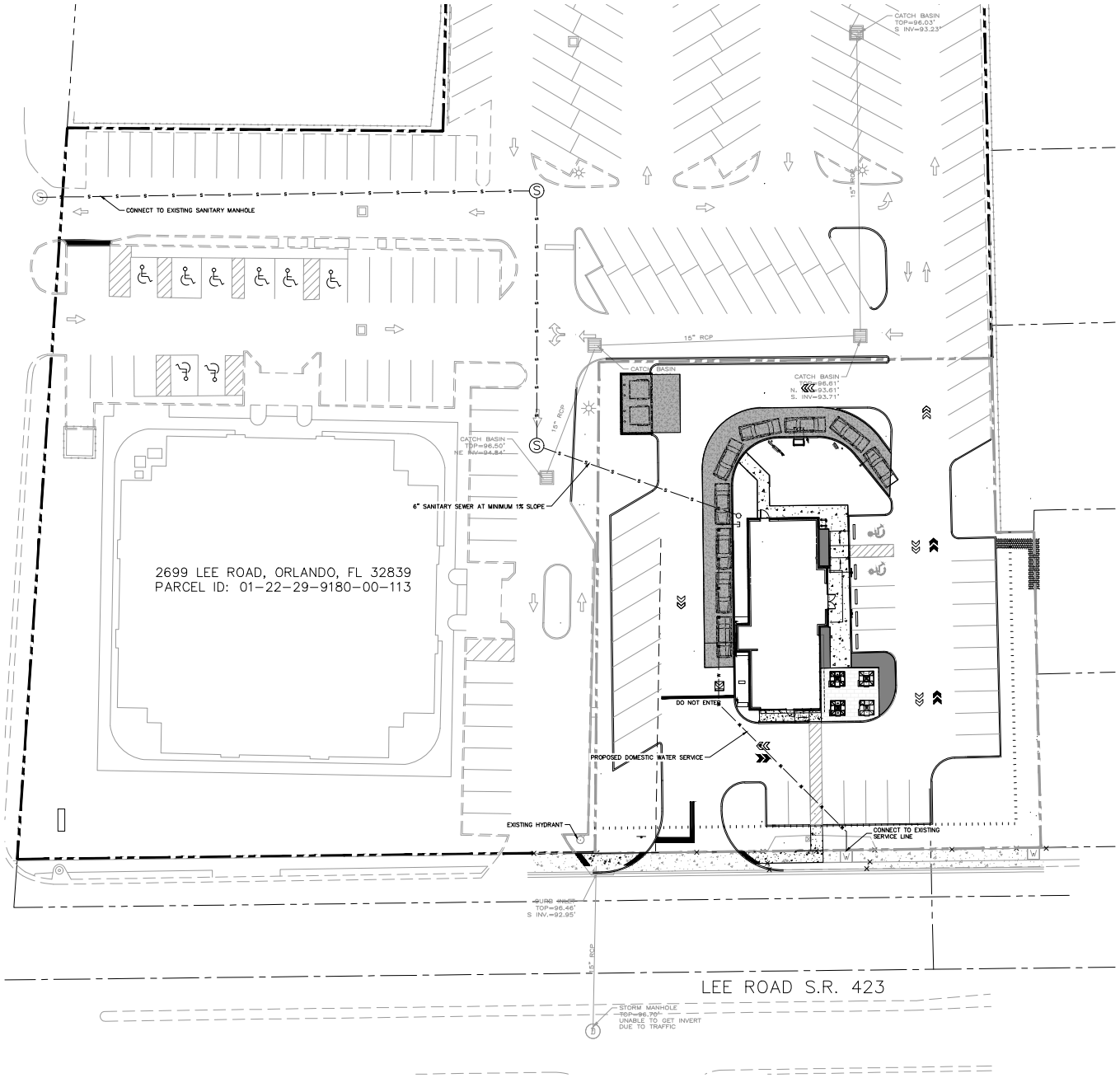
PAVING, GRADING, AND DRAINAGE PLAN

LEE ROAD STARBUCKS

CITY OF ORLANDO FLORIDA

SHEET NUMBER
C3.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

NOTE:

1. ALL WATER MAINS ARE TO MEET DEP REQUIRED CLEARANCES AT CROSSINGS OF SANITARY AND STORM SEWER.
2. ALL WATER MAINS TO BE INSTALLED WITH MINIMUM 3' OF COVER FROM PROPOSED GRADES.
3. WATER MAIN OVER STORM/SANITARY WHERE POSSIBLE BUT STILL NEEDS TO HAVE MINIMUM 3' COVER.
4. ALL PRIVATE COMBINATION FIRE & WATER MAINS SHALL MEET REQUIREMENTS OF NFPA 24, 2013 EDITION & 6TH EDITION OF THE FLORIDA FIRE PREVENTION CODE. CONTRACTOR TO COORDINATE WITH THE CITY OF WINTER PARK FOR INSPECTION AND PERMITTING OF COMBINATION MAINS.

CITY OF WINTER PARK NOTES:

CONTINUOUS SERVICE OF CITY OF WINTER WATER AND WASTEWATER UTILITIES IS REQUIRED. CONTRACTOR SHALL COORDINATE WITH CITY OF WINTER PARK UTILITIES INSPECTOR PRIOR TO PRE-APPROVED INTERRUPTIONS 7 DAYS IN ADVANCE. CITY OF WINTER PARK UTILITIES PERSONNEL SHALL OPERATE ALL CITY-OWNED VALVES AND EQUIPMENT. PROVIDE WRITTEN PROCEDURE FOR DISINFECTION AND TESTING FOR APPROVAL.

CONNECTIONS:

THE EXISTING WATER MAINS SHALL REMAIN ACTIVE DURING CONSTRUCTION AND SHALL NOT BE TAKEN OUT OF SERVICE UNTIL THE NEWLY CONSTRUCTED LINES ARE INSTALLED AND CLEARED BY DEP.

AT CONNECTION POINTS, CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY ON CONNECTIONS VIA WET TAPS AND LINESTOPS AND/OR TEMPORARY JUMPERS FOR INSTALLATION AND CONNECTION OF NEW WATER MAINS AND FORCEMAINS.

LEGEND

- PROPOSED WATER PIPE
- PROPOSED FIRE PIPE (BY OTHERS)
- PROPOSED HYDRANT
- PROPOSED F.D.C.
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER PIPE
- PROPOSED STORM PIPE
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- EXISTING SANITARY SEWER MANHOLE
- EXISTING WATER PIPE
- EXISTING SANITARY SEWER PIPE
- PROPERTY LINE
- RIGHT OF WAY LINE

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.

189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
BROOKS A. STOXLER, P.E.
FLORIDA LICENSE NUMBER 74031
DATE: 12/02/2019

KHA PROJECT 049033000
DATE 12/02/2019
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

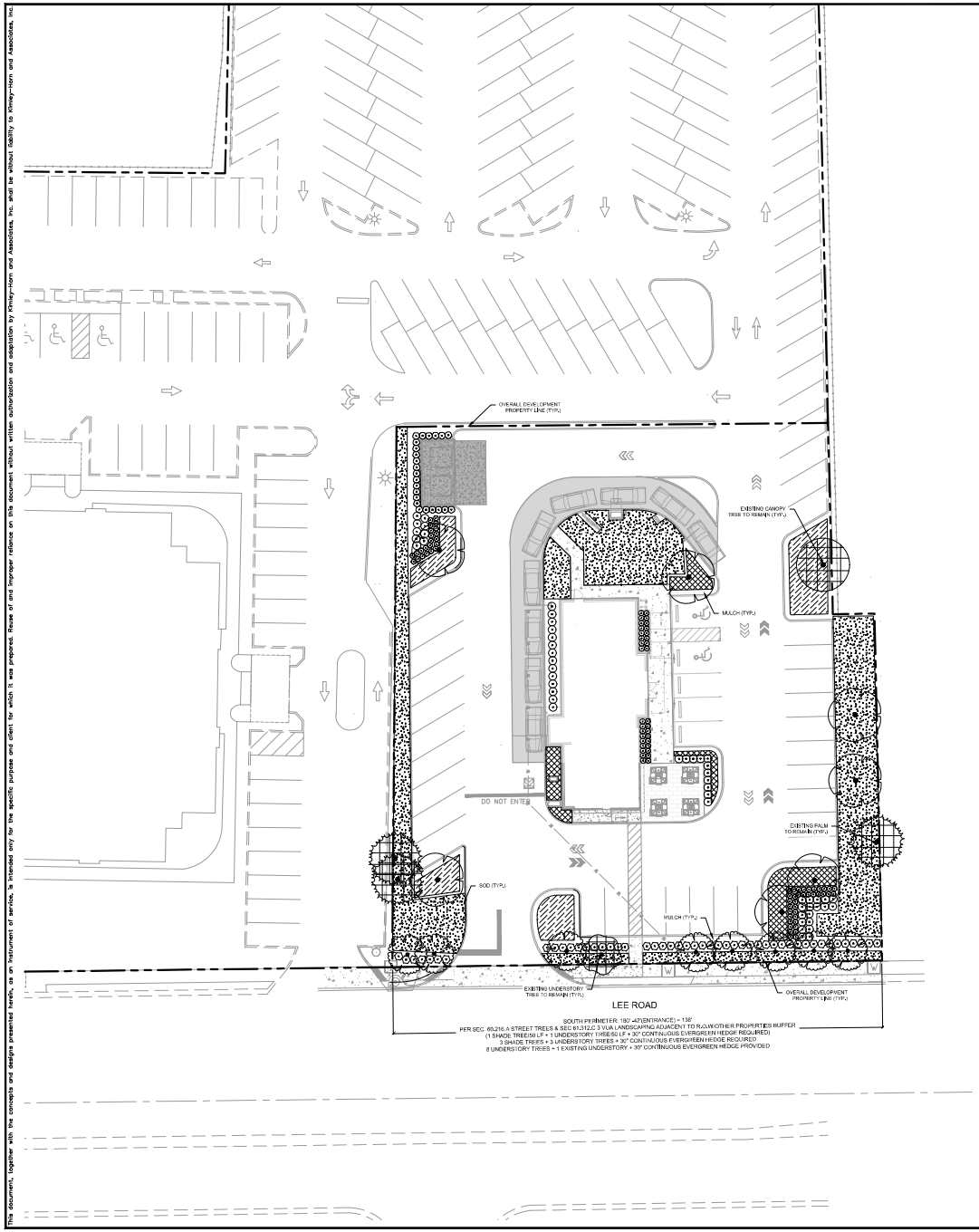
UTILITY PLAN

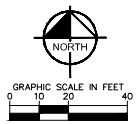
LEE ROAD STARBUCKS

CITY OF ORLANDO FLORIDA

SHEET NUMBER
C4.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AF	7	ACER RUBRUM 'FLORIDA FLAME' STRAIGHT, SINGLE LEADER, FL #1	FLORIDA FLAME RED MAPLE	FG	3" CAL MIN	12' HT., 6' SPR.
	LN	8	LAGERSTROEMIA X. 'NATCHEZ' STRAIGHT, SINGLE LEADER, FL #1	CRAPE MYRTLE	FG	3" CAL MIN	8' HT., 4' SPR.

EXISTING	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	EP	3	EXISTING PALM TREE CONTRACTOR LIABLE FOR DAMAGE	TO REMAIN	EXISTING	-	-
	ER	1	EXISTING SHADE TREE CONTRACTOR LIABLE FOR DAMAGE	TO REMAIN	EXISTING	-	-
	EU	1	EXISTING UNDERSTORY TREE CONTRACTOR LIABLE FOR DAMAGE	TO REMAIN	EXISTING	-	-

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	HC	17	HAMELIA PATENS 'COMPACTA' FULL	DWARF FIREBUSH	3 GAL	24" OC	20" FULL
	PI	52	PLUMBAGO AURICULATA 'IMPERIAL BLUE' FULL	PLUMBAGO	3 GAL	36" OC	24" FULL
	PM	23	PODOCARPUS MACROPHYLLUS FULL	PODOCARPUS	3 GAL	30" OC	36" FULL
	VA	49	VIBURNUM ODORATISSIMUM FULL	SWEET VIBURNUM	7 GAL	36" OC	30" HT MIN
	ZP	75	ZAMIA PUMILA FULL	COONTIE	3 GAL	24" OC	18" FULL

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	LE	1,034 SF	LIRIOPE MUSCARI 'EMERALD GODDESS' FULL	LIRIOPE	1 GAL	12" SPRD MIN	18" OC
	SA	5,136 SF	STENOTAPHRUM SECUNDATUM 'FLORATAM' ROLLED TIGHT, 100% WEED/INSECT/DISEASE FREE	FLORATAM ST. AUGUSTINE SOD	SOD	-	-
	TM	629 SF	TRACHELOSPERMUM ASIATICUM 'MINIMA' FULL	MINIMA JASMINE	1 GAL	12" SPRD MIN	18" OC

MISC.	QTY.	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	EUCALYPTUS MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

LANDSCAPE CODE CALCULATIONS:

SEC 68-336.E.1 - WHEN VEHICULAR USE AREAS ARE ADJACENT TO THE R.O.W., A CONTINUOUS 30" HEDGE SHALL BE PROVIDED. FOR EVERY 50 LINEAR FEET ALONG THE R.O.W., EXCLUSIVE OF SITE ENTRANCES, ONE SHADE TREE AND ONE UNDERSTORY TREE SHALL BE PROVIDED. WHERE IMPRACTICAL, THREE UNDERSTORY/PALM TREES MAY BE USED.

SOUTH BOUNDARY	REQUIRED	PROVIDED
180 - 42= 138 LF	3 SHADE TREES	
	3 UNDERSTORY TREES	8 UNDERSTORY TREES + 1 EXISTING UNDERSTORY TREE *UNDERSTORY TREES PROVIDED DUE TO OVERHEAD UTILITIES
	30" CONTINUOUS HEDGE	30" CONTINUOUS HEDGE

SEC 68-336.E.3 - THE VEHICULAR USE AREA SHALL CONTAIN INTERIOR LANDSCAPE AREAS EQUAL TO 7.5% OF THE TOTAL VEHICULAR USE AREA. AT THE END OF EACH PARKING ROW ONE SHADE TREE SHALL BE PROVIDED

V.U.A.	REQUIRED	PROVIDED
V.U.A. = 17,935 SF	1,345 SF	2,240 SF
17,935 SF X .075= 1,345 SF		
9 PARKING END ROWS	9 SHADE TREES	7 SHADE TREES, 1 EXISTING SHADE TREE + 3 EXISTING PALMS(COUNTED AS 1 TREE)

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

DATE:

KHA PROJECT 049033000
DATE
SCALE AS SHOWN
DESIGNED BY SKP
DRAWN BY SKP
CHECKED BY MTF

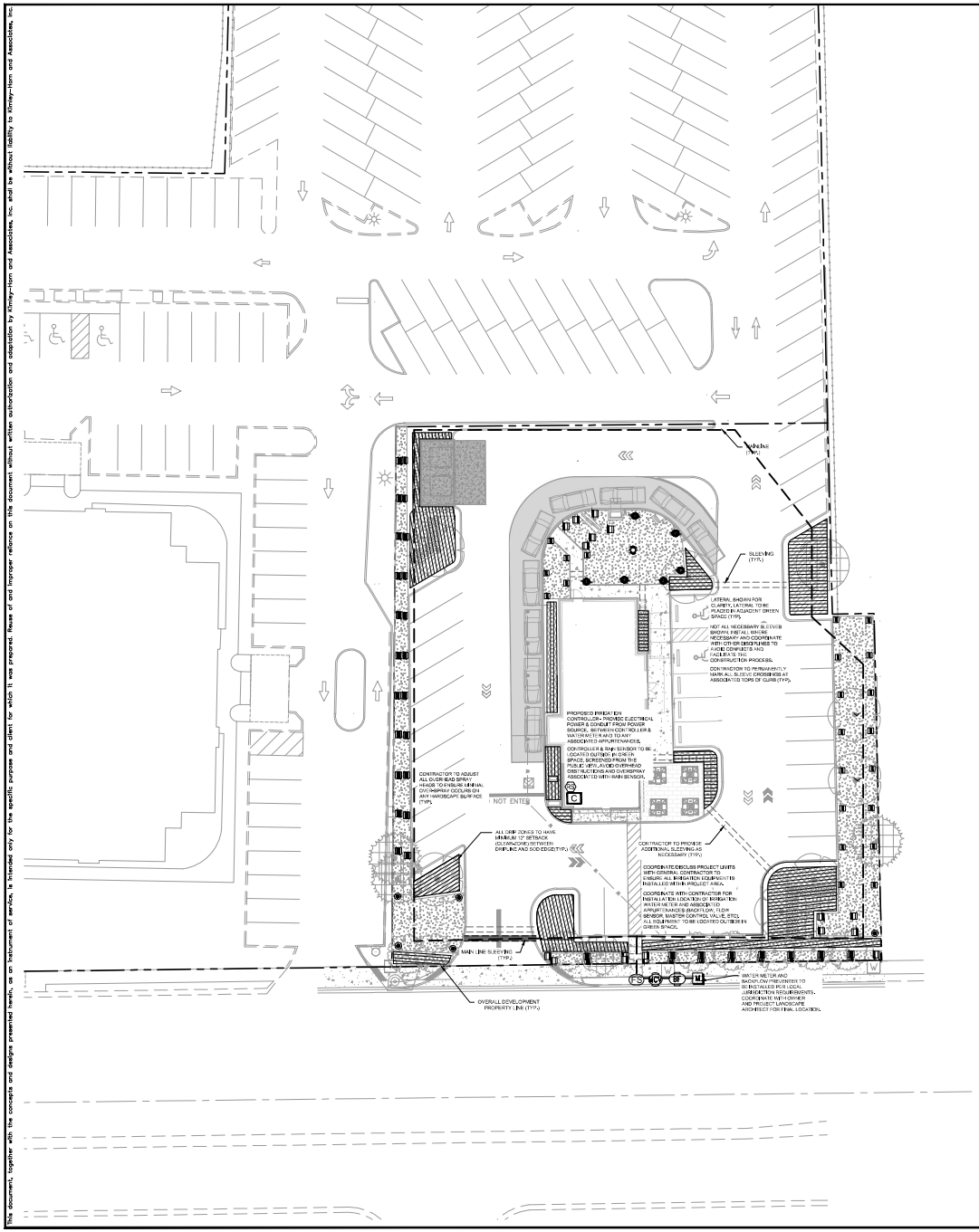
LANDSCAPE PLAN

LEE ROAD STARBUCKS

CITY OF ORLANDO FLORIDA

SHEET NUMBER
L1.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
R-VAN-CS8 R-VAN-CS15 R-VAN-8S7	RAIN BIRD R-VAN-STRIP 1806-SAM-P45-NP TURF ROTARY, 5'-15' (LCS AND RCS), 5'-30' (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ 1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2" NPT FEMALE THREADED INLET, WITH NON-POTABLE PURPLE CAP.	56	45
R-VAN14 R-VAN14-360	RAIN BIRD R-VAN14 1806-SAM-P45-NP TURF ROTARY, 8'-14' 45-270 DEGREES AND 360 DEGREES, HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2" NPT FEMALE THREADED INLET, WITH NON-POTABLE PURPLE CAP.	23	45
R-VAN18 R-VAN18-360	RAIN BIRD R-VAN18 1806-SAM-P45-NP TURF ROTARY, 13'-18' 45-270 DEGREES AND 360 DEGREES, HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2" NPT FEMALE THREADED INLET, WITH NON-POTABLE PURPLE CAP.	6	45
R-VAN24 R-VAN24-360	RAIN BIRD R-VAN24 1806-SAM-P45-NP TURF ROTARY, 17'-24' 45-270 DEGREES AND 360 DEGREES, HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2" NPT FEMALE THREADED INLET, WITH NON-POTABLE PURPLE CAP.	5	45
1401 1402 1404 1406	RAIN BIRD 1806-VP-1400 FLOOD 1401 FLOOD BUBBLER 6.0" POPUP WITH NON-POTABLE PURPLE CAP.	2	20

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-06-12-NP XFS NON POTABLE SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/CORPHER SHIELD TECHNOLOGY, 0.6 GPH EMITTERS AT 12" O.C. LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.	3,146 L.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
MCV	RAIN BIRD PESB-PRS-D 1" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY. GLOBE CONFIGURATION. WITH PRESSURE REGULATING MODULE, AND SCRUBBER TECHNOLOGY FOR RELIABLE PERFORMANCE IN DIRTY WATER IRRIGATION APPLICATIONS.	1
BF	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER	1
C	RAIN BIRD ESP8LXME 8 STATION CAPABLE COMMERCIAL CONTROLLER, MOUNTED ON A PLASTIC WALL MOUNT. WITHOUT FLOW SENSOR.	1
RS	RAIN BIRD WR2-RC WIRELESS RAIN SENSOR COMBO. INCLUDES 1 RECEIVER AND 1 RAIN SENSOR TRANSMITTER.	1
FS	RAIN BIRD FS-150-P 1-1/2" FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL CONTROL SYSTEMS. PLASTIC (PVC) MODEL. SUGGESTED OPERATING RANGE OF 5.0 GPM TO 150.0 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.	1
M	WATER METER 1"	1
	IRRIGATION MAIN LINE: PVC SCHEDULE 40	730.4 L.F.
	PIPE SLEEVE: PVC CLASS 200 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION.	26.9 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	111.2 L.F.

FLOW TOTALS	
Area for Dripline:	31.5
Bubbler:	1.2
Turf Rotary:	44.4
Total	76.9 GPM

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

IRRIGATION NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, ETC. PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
3. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
4. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
5. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SLIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.
6. CONTRACTOR TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE WILL NOT ALLOW SYSTEM MODIFICATION TO BE POSSIBLE.
7. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY. SHALL HAVE A BACKFLOW PREVENTER INSTALLED.
8. WHERE APPLICABLE IRRIGATION HEADS ARE TO BE ADJUSTED FOR COMPLETE COVERAGE WITH MINIMUM OVER SPRAY BEYOND LANDSCAPE AREAS.
9. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
10. ALL IRRIGATION SLEEVING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES.
11. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNER'S REPRESENTATIVE.
12. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
13. CONTRACTOR TO PROVIDE PERMANENT BENCH-MARKS ON ALL CURB LINES AT RELATED SLEEVE LOCATIONS (TYP).
14. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO MINIMIZE ROOT DISTURBANCE IN EXISTING TREES.
15. IRRIGATION SPRAYS AND ROTORS ARE NOT COMBINED ON THE SAME CONTROL VALVE CIRCUIT - LANDSCAPE BEDS AND TURF ON SEPARATE CIRCUITS.

NOTE: IF SOURCE TO BE RECLAIMED (NON-POTABLE) ALL EQUIPMENT TO BE INDICATED AS SUCH AND PURPLE IN COLOR. FOLLOW ALL LOCAL JURISDICTION STANDARDS FOR RECLAIMED IRRIGATION SYSTEMS.

IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL NECESSARY MODIFICATIONS REQUIRED TO MEET THE SCHEMATIC INTENT OF THESE PLANS PRIOR TO SUBMITTING PROPOSAL. THESE PLANS OUTLINE THE OVERALL LAYOUT THE SYSTEM AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ZONE THE SYSTEM ACCORDINGLY BASED ON FLOW AND PRESSURE AVAILABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FOLLOWING BUT NOT LIMITED TO AVAILABLE FLOW, AVAILABLE PRESSURE, CONNECTION ASSEMBLY, CAPACITY OF THE SYSTEM.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

KHA PROJECT 049033000
DATE
SCALE AS SHOWN
DESIGNED BY SKP
DRAWN BY SKP
CHECKED BY MTF
DATE:

IRRIGATION PLAN

LEE ROAD STARBUCKS

CITY OF ORLANDO FLORIDA

SHEET NUMBER
L2.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

STARBUCKS
LEE ROAD

David R. Jacobs

Registered Architect
Fl. AR-0013285

To the best of the Architect's knowledge and belief, the drawings and specifications comply with the FBC, 6th Edition (2017)

Jacobs & Associates, Inc.
Architecture • Design • Planning
8905 S. Orange Blossom Tr., Suite 4000 ● Orlando, FL 32836 ● phone: (407) 850-0020
email: jacobs@jacobsinc.net ● 3400002157 ● CA-0017-0000020

DATE:	PROJECT ISSUE:
11-21-19	OWNER REQUESTED MODIFICATIONS

STARBUCKS

Lee Road
Winter Park, Florida

Revision Schedule

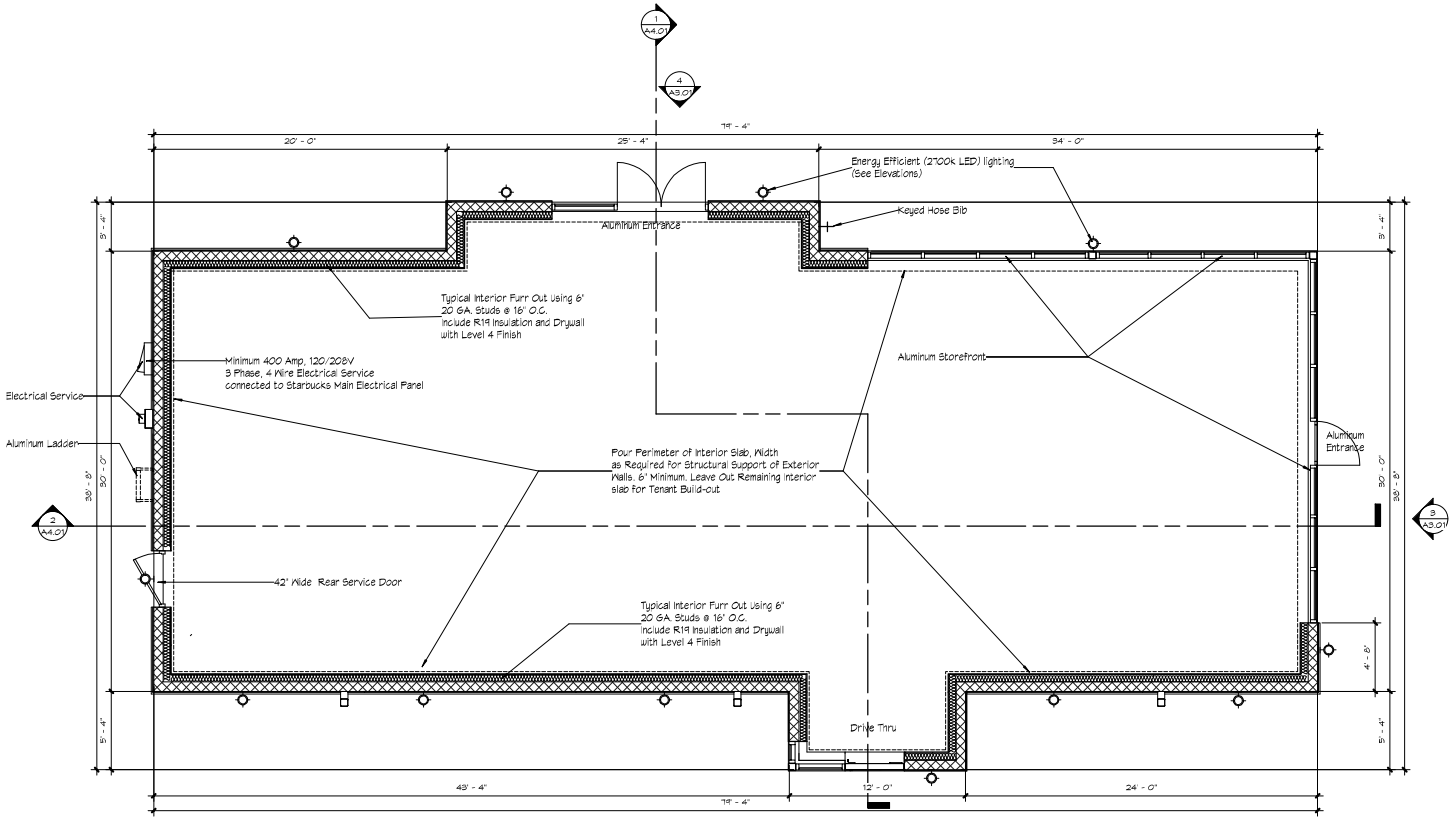
Number	Date	Revision Description

Cover Sheet

Drawn: DEG
Checked: DRJ
Approved: DRJ
Date: Date
Project:

A0.01
SHEET NUMBER

File Location: J:\Queens\Starbucks Lee Rd\Revit\Starbucks - Lee Rd.rvt
Plotted: 11/21/2019 12:19:24 PM



1 First Floor Plan
Scale: 1/4" = 1'-0"

David R. Jacobs

Registered Architect
Fl. AR-0013285

To the best of the Architect's knowledge and belief, the drawings and specifications comply with the FBC, 6th Edition (2017)

Jacobs & Associates, Inc.
Architecture • Design • Planning
6900 S. Orange Blossom Trl., Suite 400 ● Orlando, FL 32809 ● phone: (407) 850-0820
email: jacobs@jacobsinc.net ● 3000000 ● CA-4671-0000-0820

DATE:	PROJECT ISSUE :
11-21-19	OWNER REQUESTED MODIFICATIONS

STARBUCKS
Lee Road
Winter Park, Florida

Revision Schedule

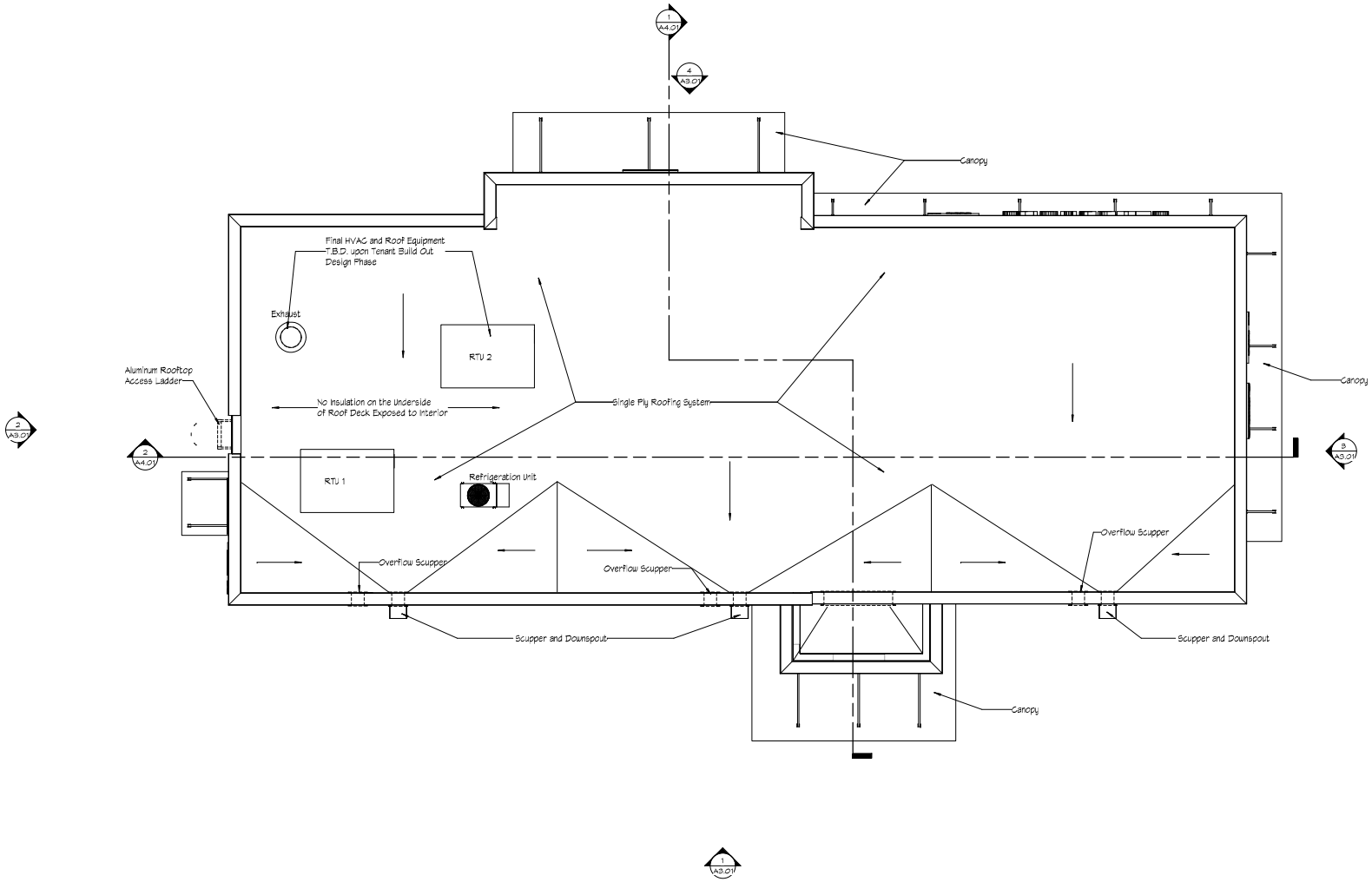
Number	Date	Revision Description

Floor Plan

Drawn: Author
Checked: Checker
Approved: Approver
Date: Date
Project:

A2.01
SHEET NUMBER

File Location: J:\Queens\Starbucks Lee Rd\Revit\Starbucks - Lee Rd.rvt
Plotted: 11/21/2019 12:14:20 PM



1 Second Floor Plan
Scale: 1/4" = 1'-0"

David R. Jacobs

Registered Architect
Fl. AR-0013285

To the best of the Architect's knowledge and belief, the drawings and specifications comply with the FBC, 6th Edition (2017)

Jacobs & Associates, Inc.
Architecture • Design • Planning
6900 S. Orange Blossom Trl., Suite 400 ● Orlando, FL 32809 ● phone: (407) 850-0023
email: jacobs@jacobsinc.net ● 3000000 ● cell: (407) 703-0023

DATE:	PROJECT ISSUE :
11-21-19	OWNER REQUESTED MODIFICATIONS

STARBUCKS
Lee Road
Winter Park, Florida

Revision Schedule

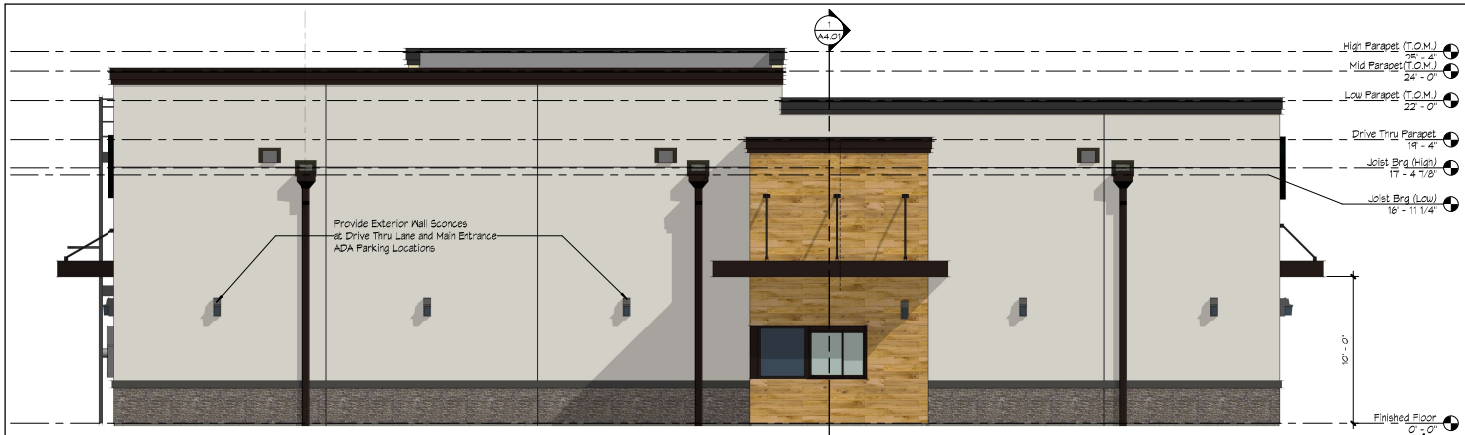
Number	Date	Revision Description

Roof Plan

Drawn: Author
Checked: Checker
Approved: Approver
Date: Date
Project:

A2.02
SHEET NUMBER

File Location: J:\Queens\Starbucks Lee Rd\Revit\Starbucks - Lee Rd.rvt
Plotted: 11/21/2019 12:15:24 PM



1 East Elevation
Scale: 1/4" = 1'-0"

EXTERIOR FINISH LEGEND

- SF-1 SW6991 PARAPET CAP FLASHING STONE CAP TRIM
- MTL-4 POWDER COAT TO MATCH RAL#7021 MATTE MT0028 "FLAT BLACK" STOREFRONT AND CANOPIES
- SF-5 SW 7015 P581 MAIN BODY STUCCO
- WD-4 WOOD GRAIN CERAMIC TILE AT DRIVE THRU AND ENTRY
- ST-1 STACKED STONE ELDORADO - NANTUCKET BASE ACCENT - WALL

3 South Elevation
Scale: 1/4" = 1'-0"

2 North Elevation
Scale: 1/4" = 1'-0"

4 West Elevation
Scale: 1/4" = 1'-0"

David R. Jacobs

Registered Architect
Fl. AR-0013285

To the best of the Architect's knowledge and belief, the drawings and specifications comply with the FBC, 6th Edition (2017)

Jacobs & Associates, Inc.
Architecture • Design • Planning
8970 S. Orange Blossom Trl., Suite 400 • Orlando, FL 32836 • phone: (407) 850-0025
email: jacobs@jacobsinc.net • JAI-0017-0000025

DATE:	PROJECT ISSUE:
11-21-19	OWNER REQUESTED MODIFICATIONS

STARBUCKS
Lee Road
Winter Park, Florida

Revision Schedule

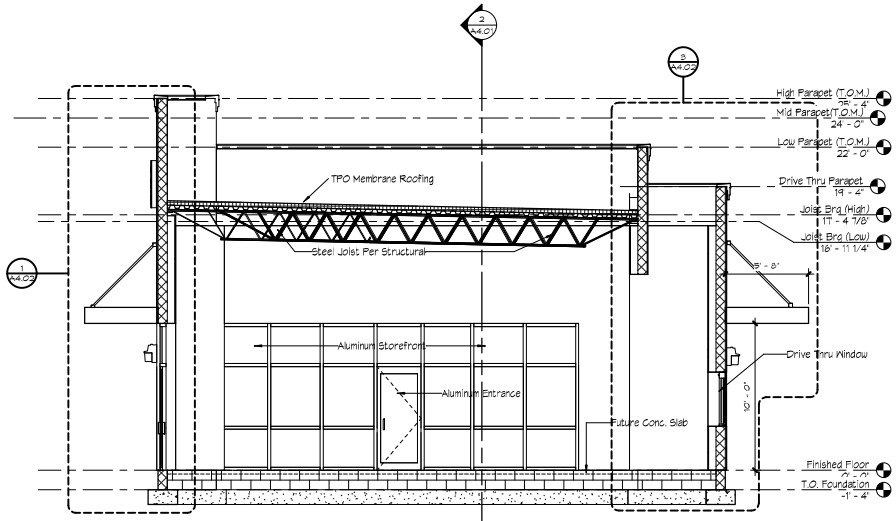
Number	Date	Revision Description

Exterior Elevations

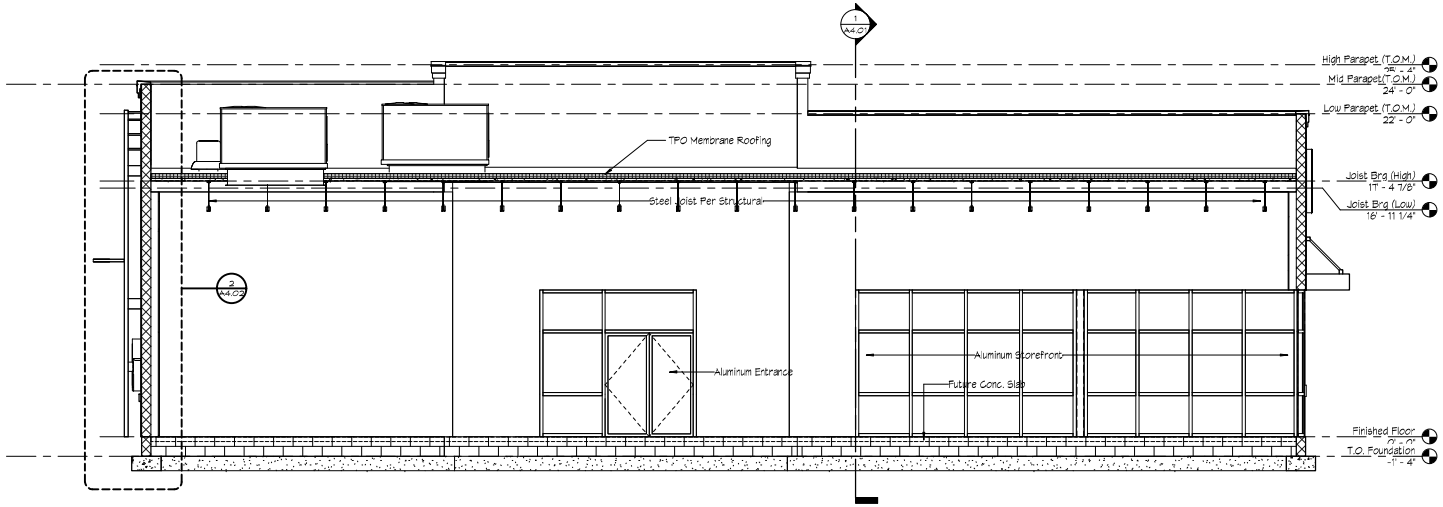
Drawn: Author
Checked: Checker
Approved: Approver
Date: Date
Project:

A3.01
SHEET NUMBER

File Location: J:\Queens\Starbucks Lee Rd\Revit\Starbucks - Lee Rd.rvt
Plotted: 11/21/2019 4:55:41 PM



1 Bldg. Section Front/Rear
Scale: 1/4" = 1'-0"



2 Bldg. Section Left/ Right Side
Scale: 1/4" = 1'-0"

David R. Jacobs

Registered Architect
Fl. AR-0013285

To the best of the Architect's knowledge and belief, the drawings and specifications comply with the FBC, 6th Edition (2017)

File Location: J:\Queens\Starbucks Lee Rd\Revit\Starbucks - Lee Rd.rvt
Plotted: 11/21/2019 12:18:46 PM

Jacobs & Associates, Inc.
Architecture • Design • Planning
8970 S. Orange Blossom Trl., Suite 400 • Orlando, FL 32836 • phone: (407) 850-0820
email: jacobs@jacobsinc.net • 3/20/2020 • CA-8777 / 0013285

DATE:	PROJECT ISSUE:
11-21-19	OWNER REQUESTED MODIFICATIONS

STARBUCKS
Lee Road
Winter Park, Florida

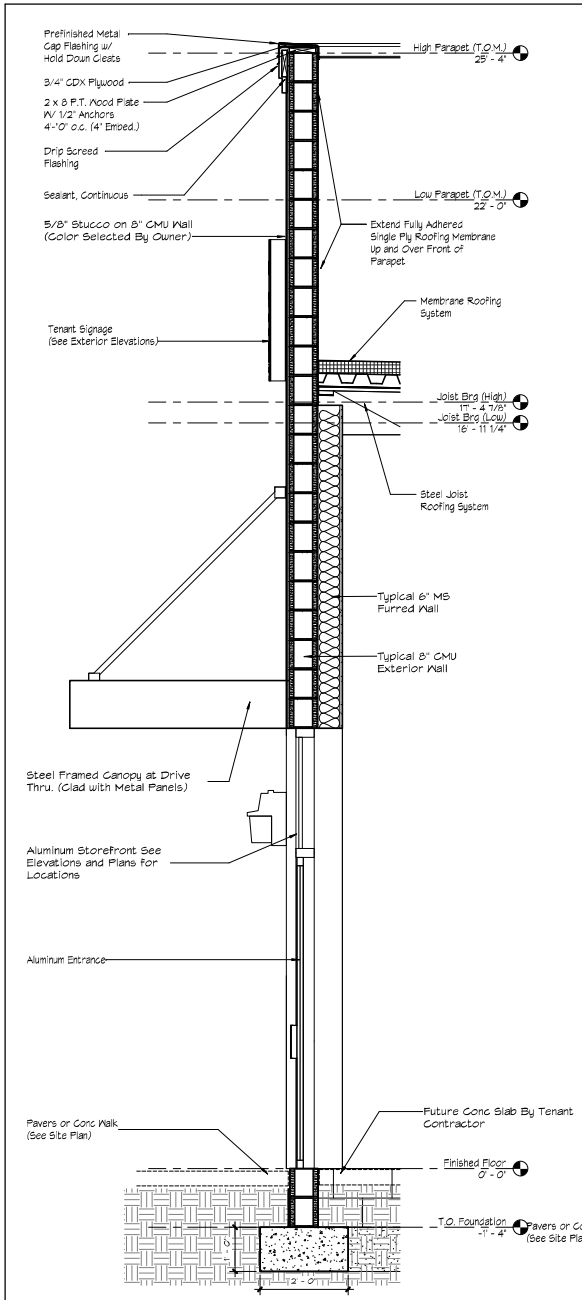
Revision Schedule

Number	Date	Revision Description

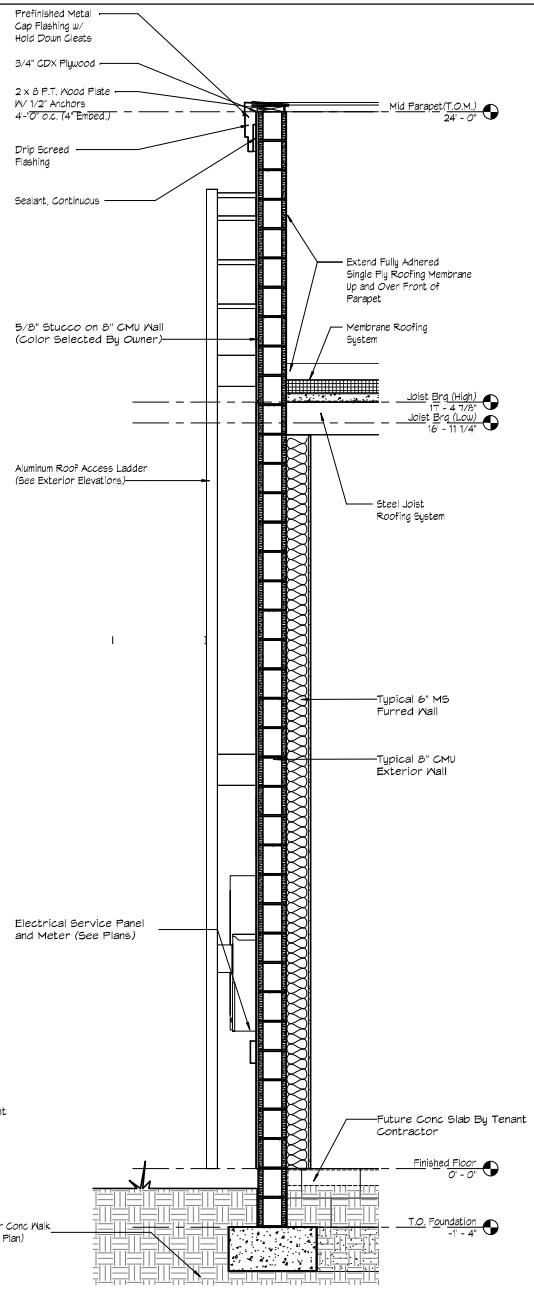
Bldg. Sections

Drawn:	Author
Checked:	Checker
Approved:	Approver
Date:	Date
Project:	

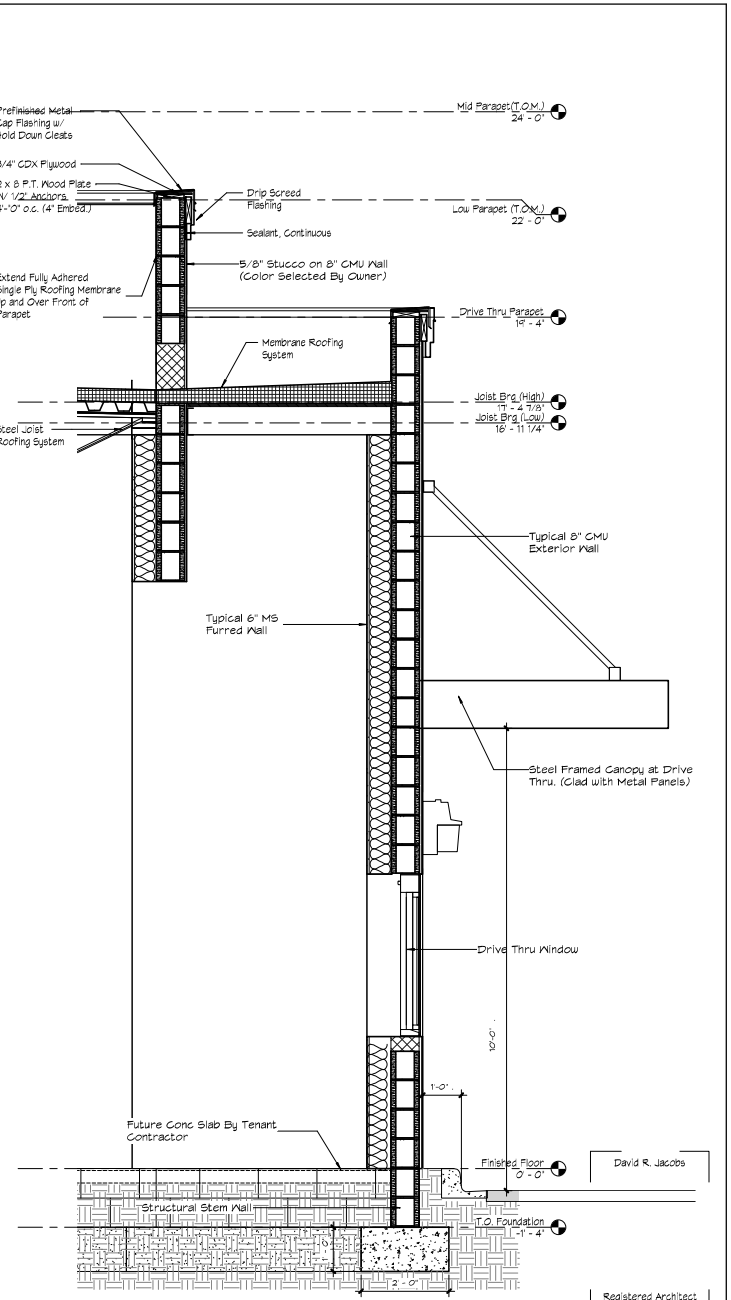
A4.01
SHEET NUMBER



1 Wall Section
Scale: 3/4" = 1'-0"



2 Wall Section
Scale: 3/4" = 1'-0"



3 Drive Thru Wall Section
Scale: 3/4" = 1'-0"

David R. Jacobs

Registered Architect
Fl. AR-0013285

To the best of the Architect's knowledge and belief, the drawings and specifications comply with the FBC, 6th Edition (2017)

Jacobs & Associates, Inc.
Architecture • Design • Planning
8815 S. Orange Blossom Trail, Suite 400 • Orlando, FL 32809 • phone: (407) 850-0025
email: jacobs@jacobsarch.com • 0020027 • CA-8672 / 0000025

DATE:	PROJECT ISSUE:
11-21-19	OWNER REQUESTED MODIFICATIONS

STARBUCKS
Lee Road
Winter Park, Florida

Revision Schedule

Number	Date	Revision Description

Wall Sections

Drawn:	Author
Checked:	Checker
Approved:	Approver
Date:	Date
Project:	

A4.02
SHEET NUMBER

File Location: J:\Owens\Starbucks Lee Rd\Revit\Starbucks - Lee Rd.rvt
Plotted: 11/21/2019 12:19:28 PM

city commission agenda item

item type Public Hearings	meeting date 1/27/2020
prepared by Planning	approved by City Manager, City Attorney
board approval yes final vote	
strategic objective Exceptional Quality of Life, Intelligent Growth and Development	

subject

Request of the City of Winter Park for:

- An Ordinance amending the Subdivision Regulations to allow consideration of the preservation of historic homes and/or historic specimen live oak trees as special conditions and circumstances for lot size variances subject to the normal public notice and public hearing process. (1)

motion / recommendation

Recommendation from the Planning and Zoning Board and Staff is for approval of the Ordinance.

background

The Historic Preservation Board, P&Z Board, and planning staff are recommending approval of an Ordinance to establish that for subdivisions/lot splits, the approval of lot size variances can be justified based on (1) preservation of historic or specimen live oak trees; or (2) preservation of historic homes. The City Commission has asked that justifications for subdivision lot split variances be put into the Code so that the public can see that such rationale is part of the considerations for lot dimension variances.

As is evident from previous meeting agendas, the City routinely fields subdivision or lot split requests. Many of the lot split requests include variances for lot sizes that do not meet the R-1A or R-1AA lot size standards. They almost all involve the tear down of the existing home for two new homes but there may be cases where the existing home is a worthy historic structure which could be saved, or there are some historic or specimen live oak trees on-site to preserve.

Preservation of Historic or Specimen Live Oak Trees

The City has approved variances for lot sizes, as part of lot splits, when the City gained easements to preserve historic (over 36" dbh) or specimen (over 18" dbh) live oak trees via recorded easements to the City. This occurred recently in August 2019 for a lot split at 2700 Wright Avenue and also in September 2017 at 2098 East End Avenue. This Code amendment would codify this practice or justification. It is important to emphasize that the text only says that this "may" be a justification.

There is no requirement to approve any lot split variance. This is only a rationale or justification to explain why a lot split variance could be approved, if the P&Z Board wants to recommend approval and if the City Commission wants to do so.

Preservation of Historic Homes
In some cases there may be the opportunity to accomplish the preservation of an existing Historic home as an incentive to qualify for the lot size variance on the remaining land. This proposed Code amendment would provide that the designation and preservation of the existing home may be a possible rationale and justification for a lot size variance.

The first step would be for the applicant to receive a recommendation from the Historic Preservation Board (HPB) that the building was a worthy candidate for preservation. Then that could be a consideration for the P&Z Board and City Commission. Again, it is important to emphasize that the text only says that this "may" be a justification.

In 2004, the City approved a lot split with variance at 1331 Aloma Avenue (Waddell House -1897) that allowed the split of the adjacent property where a new home was built at 1323 Aloma with a lot width variance. That is how the City gained that Waddell House on our Register of Historic Places.

This would add an incentive to encourage owners to designate their historic structures. The other existing incentives for preservation are the HPB variance authority for setbacks and the authority of HPB to allow rental status to accessory living structures (cottages or garage apts.) The City also incentivizes waivers of fees for undergrounding of electric, reduced building permit fees, and $25,000 matching rehab grants.

Summary
This proposed ordinance would be another incentive to encourage historic designations and to preserve significant live oak trees. The text only says that such an offer to designate "may" be considered as a "special condition and circumstance". It in no way compels the City Commission to approve the lot split.

The Historic Preservation Board, at their December 11, 2019 meeting, voted unanimously to recommend approval of this Ordinance. The P&Z Board also voted unanimously to recommend approval of this Ordinance.

Planning and Zoning Board Minutes from January 7, 2020:

- ZTA #20-01. Request of City of Winter Park For: Subdivision Code amendment to allow the preservation of historic homes or the preservation of historic specimen live oak trees as an incentive for lot split variances.

  Mr. Briggs explained that the item was a request of the City and the Historic Preservation Board for an Ordinance that would provide consideration for the preservation of live oak trees as well as historic properties with relation to lot split applications. He stated that the City approves a number of lot splits that has used the same a s justification for lot dimension variances and recalled a lot split application from August of 2019, 2700 Wright Avenue where live oak trees

exist on the property and a condition of the lot split approval was a granting to the City an easement to preserve the trees and the preservation of the trees was the justification for the variances in terms of lot width that was granted.

Mr. Briggs added that the City Commission stated that the factors should be a part of the Code. He noted that in the past variances have not only been justified in lot splits for tree preservation, and for historic home designation, where there has been an opportunity for a home to be added to the register of historic places, preserve the home and split off a portion of the yard that might be less than the dimensions that are needed. This would allow for the City to have historic homes designated and allow the home owner the justification for a lot split.

Mr. Briggs stated that the proposed ordinance would be another incentive to encourage historic designations and to preserve significant live oak trees. The text only says that such an offer to designate "may" be considered as a "special condition and circumstance". It in no way compels the City Commission to approve the lot split. In addition, it was noted that the request was also discussed with the Historic Preservation Board who voted unanimously to recommend approval of the Ordinance at their December 11, 2019 meeting. Mr. Briggs went on to discuss the procedures an applicant would take for such a request. Staff recommendation was for approval. Mr. Briggs answered questions from the Board regarding unintended consequences that may result from this type of request.

The Board heard public comment from John Skolfield, 358 Vitoria Avenue, Winter Park. Mr. Skolfield stated that he was a member of the Historic Preservation Board and spoke in favor of the Ordinance and the importance of preserving trees the live oak trees in Winter Park as well has the historic homes. No one else from the public wished to speak. The public hearing was closed.

During the Board comments, Board Member Chuck Bell stated that he used to serve on the Historic Preservation Board and echoed with Mr. Skolfield's comments regarding preservation trees and homes in Winter Park. The Board agreed with Staff's recommendation.

Motion made by Adam Bert, seconded by Ray Waugh for Approval of the Ordinance to allow consideration of the preservation of historic homes and/or historic specimen live oak trees as special conditions and circumstances for lot size variances subject to the normal public notice and public hearing process.
Motion carried unanimously with a 6-0 vote.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
Backup Materials	1/14/2020	Cover Memo
HPB Board Minutes	1/14/2020	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE VI SUBDIVISION REGULATIONS OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE SUBSECTION 58-376 CONCERNING SUBDIVISIONS AND LOT SPLITS; TO ALLOW CONSIDERATION OF THE DESIGNATION AND PRESERVATION OF HISTORIC HOMES AND/OR HISTORIC SPECIMEN LIVE OAK TREES AS SPECIAL CONDITIONS AND CIRCUMSTANCES FOR MINIMUM LOT SIZE VARIANCES SUBJECT TO THE NORMAL PUBLIC NOTICE AND PUBLIC HEARING PROCESS.

WHEREAS, the City Commission of the City of Winter Park (the "City") recognizes that the preservation of historic homes and historic specimen live oak trees can be considered as special conditions and circumstances in the review of subdivision and lot split requests; and

WHEREAS, the City recognizes that the Planning and Zoning Board and/or the City Commission desires that such factors be allowed to be considered as trade-offs in the consideration of variances for lot sizes when reviewing subdivision; and

WHEREAS, the City recognizes that the Planning and Zoning Board and/or the City Commission recognizes that such factors are only one part of the consideration of variances and the offer to preserve and protect historic homes and historic specimen live oak trees and such offers do not entitle anyone to the approval of variances requested for lots sizes; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, and section 58-372 of the City Code of Ordinances, the City's local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein; and

WHEREAS, this Ordinance is consistent with the Comprehensive Plan and is being adopted in the best interests of the health, safety and welfare of the citizens of Winter Park.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA:

SECTION I: RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

SECTION II: EDITS. Portions of Chapter 58, Land Development Code, Article VI, Subdivision and Lot Consolidation Regulations, are hereby amended to read as shown below, and words with single underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text. Provisions not included are not being amended.

SECTION III: AMENDMENT. Chapter 58, Land Development Code, Article VI, Subdivision and Lot Consolidation Regulations, Section 58-376 is hereby amended to create a new subsection in 58-376 (f) and to renumber the existing subsection 58-376 (f) Appeals to subsection 58-376 (g). as shown below:

Sec. 58-376. – Variances and appeals from subdivision regulations.
***

(f) *Historic homes and live oak trees*. The Planning and Zoning Board and the City Commission may consider the preservation and protection of historic homes and/or the preservation and protection of historic or specimen live oak trees as a special condition and circumstance pursuant to subsection (a)(1) for the purposes of granting variances to minimum lot sizes in conjunction with subdivisions or lot splits. In considering the preservation of an existing building, the Historic Preservation Board shall first determine that the building is recommended for inclusion on the Winter Park Register of Historic Places and such listing and inclusion shall be required as a condition of such lot size variance and related subdivision or lot split approval. In consideration of the preservation of historic live oak tree(s), any such variance approval and related subdivision or lot split approval shall be conditioned upon the granting of a tree preservation easement to the City, with terms acceptable to the City, to ensure the preservation of such tree(s).

(~~f~~g) *Appeals*. Any person aggrieved by the city commission's decision regarding a preliminary or final subdivision plan or plat, or the city commission's decision regarding any variance, may file a petition for a writ of certiorari in the Circuit Court of Orange County.

SECTION IV: INCONSISTENCY. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION V: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION VI: CODIFICATION. Section III of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION VII: This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this_____ day of _____, 2020.

City of Winter Park

_____
Steven M. Leary, Mayor

Attest:_____
Rene Cranis, City Clerk

HISTORIC PRESERVATION BOARD
Minutes

December 11, 2019 at 9:00 a.m.

City of Winter Park Commission Chambers

Call to order.

Call to order. The meeting was called to order at 9:00 a.m.

Present: Laura Armstrong, Bob Schwejte, John Skolfield, Tracey Curry, Wade Miller, Drew Henner, and Ed Sabori. Staff: Planning Manager, Jeff Briggs and Planning Technician, John Nico. Absent: Jason Taft.

Action Items: (ONE)

- Historic Preservation Incentives: Subdivision Code amendment to allow the preservation of historic homes as an incentive for lot split variances.
- Proposed Subdivision Code Incentives: Subdivision Code amendment would permit that the designation and preservation of the existing home to be such a "special condition and circumstance". It would require there be recommendations by HPB that the building is a worthy candidate for preservation.

Planning Manager, Jeff Briggs opened the meeting with an action item on a recommendation for an ordinance to go before Planning and Zoning and City Commission amending the code and establish a dedication for homes on the list of registered historic places to be incentivized by granting a lot split variance and lot dimensions to be less than what zoning currently allows.

This topic has been in discussions for the last two meeting where three examples were provided for potential lot splits and variance for historical designations. In particular, 1554 Harris Circle is already designated historic, and has a separate cottage on the property. As discussed before, the elderly couple are ready to sell and move into an assisted living arrangement. Mr. Briggs recommends moving forward with this ordinance request in conjunction with the variance for a lot split request because this property is already designated historic.

Mr. Briggs indicated that the Board's primary role will be too determine if the building or property in question is in fact, worthy of being designated historic and/or preserved. This is their sole role. The variances and lot splits would be considered by P&Z and determined by City Commission.

John Skolfield asked what qualifies as a historic designation. Mr. Briggs replied with two stipulations: an historic designation would be appropriate if a significant historic figure or event occurred at this site and/or if the structure after 50 years old has maintained the integrity its architectural design and worthy of designation.

The Board agreed that there could be many good examples where HPB this new Ordinance could be used to encourage historic designations and the Board would have to decide these situations case by case, and that their only role is to determine if the structure in question is worthy of historic preservation. Not trees.

A motion to recommend approve of the Ordinance encouraging historic designations as part of lot split reviews was made by Chair Armstrong, and seconded by Vice-Chair Schwetje.

The motion carried unanimously with a 6-0 vote.

city commission agenda item

item type Public Hearings	meeting date 1/27/2020
prepared by Planning	approved by City Manager, City Attorney
board approval yes final vote	
strategic objective Exceptional Quality of Life, Intelligent Growth and Development	

subject

Request of the City of Winter Park for:

- An Ordinance amending the Zoning and Subdivision Regulations to clarify the procedures for applicants seeking to table, continue or postpone public hearings after such public hearings have been duly advertised. (1)

motion / recommendation

Recommendation from the Planning and Zoning Board, City Attorney and Staff is for approval of the Ordinance.

background

At the direction of the City Commission, staff is proposing to amend the Zoning Code and Subdivision Regulations to limit applicants to just one opportunity to request a continuance or postponement after a public hearing has already been duly advertised. This would apply to amendments to the zoning text or map, conditional uses, lakefront reviews and variances. If rescheduled, the applicant pays a second filing fee to cover necessary administration and other expenses for the repeated public notice. If the applicant again requests a delay, postponement or continuance after the first public hearing was tabled, then the P&Z Board, Board of Adjustments or the City Commission shall hold the public hearing, as advertised, or the applicant must withdraw the request and start over. The exception provided for are if the sole reason for the second request to table is based on not having the full City Commission or Board of Adjustment present to vote. It is important to point out that this change does not affect the ability of P&Z Board, Board of Adjustment or City Commission to table for valid reasons.

Ordinances of other Florida Municipalities to Request a Delay, Postponement or Continuance Only Once.

Many municipalities throughout the state of Florida provide the ability to grant an applicant's request to delay, postpone or continue only once after the initial public hearing has been duly advertised.

Cape Coral's ordinance states, "The decision-making body or the Hearing Examiner may, on its own motion or at the request of any person, continue the hearing to a

fixed date, time, and place. The applicant shall have the right to one continuance; however, all subsequent continuances shall be granted at the discretion of the body conducting the hearing only upon good cause shown."

Jacksonville Beach's ordinance states, "The body conducting the hearing or meeting may, on its own motion or at the request of any person, continue the hearing or meeting to a fixed date, time and place. The applicant shall have the right to one continuance; however, all subsequent continuances shall be granted at the sole discretion of the body conducting the hearing only upon good cause shown."

Islamorada's ordinances states, "A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuances, is received in writing by the code compliance hearing officer at least ten calendar days prior to the date set for the hearing. A hearing may only be continued once. … Inexcusable neglect, on the part of the party requesting it, shall not constitute good cause for a continuance."

Lastly, Fort Myers Beach's ordinance states, "1. The applicant, or his duly authorized agent, shall submit the request in writing to, and the request shall be received by, the town manager at least one day prior to the advertised hearing date, or the applicant or his duly authorized agent shall appear before the local planning agency or town council at the beginning of its scheduled agenda and orally request the continuance. 2. The local planning agency or town council may either deny or grant the request for continuance. (i) If the request for continuance is denied, the hearing shall proceed in accordance with the published agenda. (ii) If the request for continuance is approved, the local planning agency or town council may set a date certain for hearing the application. Any hearing not continued to a date certain is deemed to be denied without prejudice. 3. The applicant shall be entitled to one continuance before the local planning agency and one continuance before the town council as a matter of right. Each body shall have the authority to grant additional continuances upon a showing of good cause. 4. A fee, in accordance with a fee schedule, shall be charged for any applicant-initiated continuances to cover the costs of re-notification. The applicant must bear all re-notification costs of an applicant-initiated continuance."

Summary

Staff is proposing this Zoning Code and Subdivision regulation text amendment in order to ensure that the P&Z Board, Board of Adjustment and the City Commission can eliminate repeated requests from applicants to delay, continue or postpone their public hearing when these requests come after the public hearing has been duly advertised. The result will be that applicants coming to the P&Z Board, Board of Adjustments and the City Commission will have only one opportunity for a continuance and thus eliminate repeated continuance requests that come after the public hearing has been duly advertised. The existence of such ordinances from other Florida municipalities exemplify that other cities have had the same issues with last minute requests for continuances. These municipalities have provided verbiage that provides for just one opportunity for a continuance or postponement. However, it does not limit the ability of the P&Z Board or the City Commission to table for valid reasons.

Planning and Zoning Board Minutes from January 7, 2020:

- ZTA #19-02. Request of City of Winter Park For: An Ordinance amending the Zoning and Subdivision Regulations to clarify the procedures for applicants seeking to table, continue or postpone public hearings after such public hearings have been duly advertised.

  Principal Planner Jeff Briggs explained that the request from the City Commission, was an effort to better organize the rules on the number of times an applicant can request a continuance or postpone their item after it has already been advertised and notices mailed. He gave an example of request in the past year of the Glen Haven Cemetery project where an applicant requested multiple continuances and explained challenges with properly noticing those subsequent continuances in a timely manner and not having residents come to meets when an item is to be tabled.

  Mr. Briggs explained that Planning Intern Nicholas Lewis provided research on how other cities throughout the state regulated the number of continuances an applicant could request. Through his research, Mr. Lewis discovered that while some cities had no regulations, there were a number of cities that allowed an applicant to request one continuance with proper advertisement and any additional request to continue would result with the applicant being required to move forward with the public hearing or withdraw the item and start a new application process.

  Mr. Briggs stated that with assistance from the City Attorney, a number of provisions were added to the Ordinance outlining circumstances where the rule would not apply and noted that the regulations would not limit the ability of the P&Z Board or the City Commission to table for valid reasons.

  Staff recommendation was for approval.

  Mr. Briggs, City Attorney Dan Langley and the Board further discussed how continuances would affect City Commission hearings, proper advertisement, applicant perspective and whether the intent of the regulation was to allow the applicant an opportunity to request a continuance from both the P&Z Board and the City Commission at those respective hearings.

  There was no public comment. The public hearing was closed.

  The Planning Board members agreed that the public is not served by allowing multiple continuances. The Board confirmed with the City attorney that this meant an applicant could get one table at P&Z and one at City Commission.

  Motion made by Chuck Bell, seconded by Ray Waugh to amend the Zoning Code and Subdivision Regulations to grant the City the ability to limit continuance requests from applicants seeking to reschedule after public hearing notice has been duly advertised.
  Motion carried unanimously with a 6-0 vote.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
Backup Materials	1/14/2020	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE III, "ZONING" AND ARTICLE VI "SUBDIVISION REGULATIONS" OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE CONCERNING CONTINUANCES AND CONTINUANCE REQUESTS OF PUBLIC HEARINGS FOR ZONING TEXT AND MAP AMENDMENTS, CONDITIONAL USES, LAKE FRONT REVIEW, SUBDIVISIONS, VARIANCES AND OTHER DEVELOPMENT ORDER APPLICATIONS; LIMITING CONTINUANCE REQUESTS FROM APPLICANTS SEEKING TO CONTINUE AFTER A PUBLIC HEARING HAS BEEN DULY ADVERTISED; LIMITING REZONING AND CONDITIONAL USE APPLICATIONS AFTER DENIAL; PROVIDING FOR CONFLICTS, SEVERABILITY CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park (the "City") recognizes that repeated requests from applicants to continue or postpone their public hearing when these requests come after the public hearing has been duly advertised, places an undue burden on the Planning and Zoning Board, Board of Zoning Adjustments, City Commission, City staff and the public; and

WHEREAS, the City recognizes that there is currently no limit on the number of times an applicant can request that the Planning and Zoning Board, Board of Zoning Adjustments or the City Commission may continue or postpone an application; and

WHEREAS, the City recognizes that the applicant must pay added filing fees to cover necessary administration and other expenses; but this is not a discouragement to repeated requests for continuances or postponements; and

WHEREAS, the City recognizes some limitations are necessary to the number of times an applicant can continue or postpone and application as is the custom for most cities and counties in Florida; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, the City's local planning agency, which is the designated Planning and Zoning Board, has reviewed and made recommendations as to the amendments set forth herein;

WHEREAS, the City Commission has determined that this Ordinance is in the best interest of the health, safety and welfare of the citizens of Winter Park and is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA:

SECTION I: The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

SECTION II: Portions of Chapter 58, Land Development Code, Article III, Zoning as set forth in this Ordinance, are hereby amended to read as shown below, and words with single underlined type shall constitute additions to the original text, ~~strike through~~ shall constitute deletions to the original text, and subsections and provisions not included are not being amended.

SECTION III: Chapter 58, Land Development Code, Article III, Zoning, Section 58-89 "Zoning changes and amendments, public notice requirements and procedures for zoning amendments and conditional uses" is hereby amended to repeal Subsection (h) entitled "*Continuances"* and replace it with a new Subsection (h) entitled "*Continuances"* and a new Subsection (n) entitled "*Limit on Application After Denial,*" as shown below:

Sec. 58-89. – Zoning changes and amendments, public notice requirements and procedures for zoning amendments; and conditional uses.

***

(h) *Continuances*. Requests for continuances and continuances of public hearings before the planning and zoning board or city commission relating to rezoning, zoning code text change, conditional use, lakefront review, or other development order applications will be handled in the following manner:

(1) If the after a public hearing has been duly advertised, the applicant requests a continuation or postponement of such public hearing, the planning and zoning board or the city commission may grant the applicant's request for a continuance for up to six (6) months after the date of the originally advertised public hearing. Further, upon its own motion at a public hearing, the planning and zoning board or city commission may continue the public hearing for up to six (6) months with the concurrence of the applicant. The planning and zoning board and city commission shall each have the authority to deny any request for a continuance.

(2) If after an originally scheduled public hearing is continued at the request of the applicant, the applicant does not desire to proceed with the continued public hearing the applicant shall withdraw its application, otherwise the planning and zoning board or city commission will proceed with the continued public hearing. Thus, the applicant may only receive one continuance (one from each the planning and zoning board and city commission) of a public hearing at the applicant's own request. However, if at a city commission public hearing, the applicant's request for a postponement or continuance is based exclusively and entirely on a lack of all five members of the city commission being present to consider the matter, the city commission may waive the one applicant requested continuance restriction set forth in this subsection.

(3) If at any time the planning and zoning board or city commission lacks a quorum to conduct business on the date of an advertised public hearing, the public hearing shall be deemed automatically continued to the date of the next regularly scheduled meeting of the planning and zoning board or city commission without the need to re-advertise the public hearing, unless it is continued as provided in the next sentence. Further, in the event of a lack of quorum, with unanimous consent of the members of the planning and zoning board or city commission who are present constituting less than a quorum after a call to order, the public hearing may be continued to a special meeting or other regular meeting occurring

within forty-five (45) days from the date of the originally scheduled public hearing without the need to re-advertise the public hearing.

(4) If a public hearing is continued or postposed to a time that is more than forty-five (45) days from the date of the originally advertised public hearing, the continued public hearing date shall be re-advertised in the same manner as was required for the original public hearing date except as otherwise provided in subsection (c). If the planning and zoning board or city commission continues a public hearing to a time certain that is to occur within forty-five (45) days of the originally noticed public hearing date, the continued public hearing date does not have to be re-advertised except for the public posting of the planning and zoning board or city commission agenda for which the matter is to be heard.

(5) If re-advertising is required due to a continuance or tabling of a public hearing, the applicant shall pay all costs necessary to cover the advertising and notice costs and other administrative expenses relating to continuing or tabling and re-advertising the public hearing. The planning and community development department shall have the authority to establish a fee schedule for costs and expenses relating to continuances or postponement.

(6) The planning and zoning board and city commission shall each have the authority to continue or table any scheduled public hearing with or without the applicant's consent in the event it is determined that: (i) the applicable required advertising or notice of the public hearing was not provided, so that a future public hearing can be scheduled with proper advertising and notice; or (ii) the application is incomplete or there is a lack of relevant information needed to make a decision on the applicant's request.

***

(n) *Limit on Application After Denial*. If a rezoning or conditional use request is denied, a new application for a rezoning or conditional use pertaining to the same property will not be accepted or processed for a period of one-year from the date of the public hearing for which the denial vote occurred.

SECTION IV: Chapter 58, Land Development Code, Article III, Zoning, Section 58-91 "Board of adjustments – Establishment of procedure" is hereby amended to add a new subsection (b) (4) as shown below:

(b) Proceedings.

***

(4) *Continuances*. Requests for continuances and continuances of public hearings before the board of zoning adjustments relating to variance requests will be handled in the following manner:

(a) If the after a public hearing has been duly advertised, the applicant requests a continuation or postponement of such public hearing, the board of zoning adjustments may grant the applicant's request for a continuance or tabling for up to six (6) months after the date of the originally advertised public hearing. Further, upon its own motion at a public hearing, the board of zoning adjustments may continue the public hearing for up to six (6) months with the concurrence of the applicant. The board of zoning adjustments has the authority to deny any request for a continuance.

(b) If after an originally scheduled public hearing is continued at the request of the applicant, the applicant does not desire to proceed with the continued public hearing the applicant shall withdraw its application, otherwise the board of zoning adjustments will proceed with the continued public hearing. Thus, the applicant may only receive one continuance of a public hearing at its own request. However, if at a board of zoning adjustments public hearing, the applicant's request for a postponement or continuance is based exclusively and entirely on a lack of all seven members of the board of zoning adjustments being present to consider the matter, the board of zoning adjustments may waive the one applicant requested continuance restriction set forth in this subsection.

(c) If at any time the board of zoning adjustments lacks a quorum to conduct business on the date of an advertised public hearing, the public hearing shall be deemed automatically continued to the date of the next regularly scheduled meeting of the board of zoning adjustments without the need to re-advertise the public hearing, unless it is continued as provided in the next sentence. Further, in the event of a lack of quorum, with unanimous consent of the members of the board of zoning adjustments who are present constituting less than a quorum after a call to order, the public hearing may be continued to special meeting or other regular meeting occurring within forty-five (45) days from the date of the originally scheduled public hearing without the need to re-advertise the public hearing.

(d) If a public hearing is continued or postposed to a time that is more than forty-five (45) days from the date of the originally advertised public hearing, the continued public hearing date shall be re-advertised in the same manner as was required for the original public hearing date. If the board of zoning adjustments continues a public hearing to a time certain that is to occur within forty-five (45) days of the originally noticed public hearing date, the continued public hearing date does not have to be re-advertised except for the public posting of the board of zoning adjustments agenda for which the matter is to be heard.

(e) If re-advertising is required due to a continuance or tabling of a public hearing, the applicant shall pay all costs necessary to cover the advertising and notice costs and other administrative expenses relating to continuing and re-advertising the public hearing. The planning and community development department shall have the authority to establish a fee schedule for costs and expenses relating to continuances or postponement.

(f) The board of zoning adjustments shall have the authority to continue or table any scheduled public hearing with or without the applicant's consent in the event it is determined that: (i) the applicable required advertising or notice of the public hearing was not provided, so that a future public hearing can be scheduled with proper advertising and notice; or (ii) the application is incomplete or there is a lack of relevant information needed to make a decision on the applicant's request.

SECTION V: Chapter 58, Land Development Code, Article VI, Subdivision Regulations, Section 58-372 "Procedure for securing approval of subdivisions." is hereby amended to add Subsection (d) *Continuances* as shown below:

Sec. 58-372. – Procedure for securing approval of subdivisions.

(d) *Continuances*. Requests for continuances and continuances of public hearings before the planning and zoning board or city commission relating to subdivisions requests or other development order applications within this Article will be handled in the following manner:

(1) If the after a public hearing has been duly advertised, the applicant requests a continuation or postponement of such public hearing, the planning and zoning board or the city commission may grant the applicant's request for a continuance for up to six (6) months after the date of the originally advertised public hearing. Further, upon its own motion at a public hearing, the planning and zoning board or city commission may continue the public hearing for up to six (6) months with the concurrence of the applicant. The planning and zoning board and city commission have the authority to deny any request for a continuance.

(2) If after an originally scheduled public hearing is continued at the request of the applicant, the applicant does not desire to proceed with the continued public hearing the applicant shall withdraw its application, otherwise the planning and zoning board or city commission will proceed with the continued public hearing. Thus, the applicant may only receive one continuance (one from each the planning and zoning board and city commission) of a public hearing at its own request. However, if at a city commission public hearing, the applicant's request for a postponement or continuance is based exclusively and entirely on a lack of all five members of the city commission being present to consider the matter, the city commission may waive the one applicant requested continuance restriction set forth in this subsection.

(3) If at any time the planning and zoning board or city commission lacks a quorum to conduct business on the date of an advertised public hearing, the public hearing shall be deemed automatically continued to the date of the next regularly scheduled meeting of the planning and zoning board or city commission without the need to re-advertise the public hearing, unless it is continued as provided in the next sentence. Further, in the event of a lack of quorum, with unanimous consent of the members of the planning and zoning board or city commission who are present constituting less than a quorum after a call to order, the public hearing may be continued to special meeting or other regular meeting occurring within forty-five (45) days from the date of the originally scheduled public hearing without the need to re-advertise the public hearing.

(4) If a public hearing is continued or postposed to a time that is more than forty-five (45) days from the date of the originally advertised public hearing, the continued public hearing date shall be re-advertised in the same manner as was required for the original public hearing date. If the planning and zoning board or city commission continues a public hearing to a time certain that is to occur within forty-five (45) days of the originally noticed public hearing date, the continued public hearing date does not have to be re-advertised except for the public posting of the planning and zoning board or city commission agenda for which the matter is to be heard.

(5) If re-advertising is required due to a continuance or tabling of a public hearing, the applicant shall pay all costs necessary to cover the advertising and notice costs and other administrative expenses relating to continuing and re-advertising the public hearing. The planning and community development department shall have the authority to establish a fee schedule for costs and expenses relating to continuances or postponement.

(6) The planning and zoning board and city commission shall each have the authority to continue or table any scheduled public hearing with or without the applicant's consent in the event it is determined that: (i) the applicable required advertising or notice of the public hearing was not provided, so that a future public hearing can be scheduled with proper advertising and notice, or (ii) the application is incomplete or there is a lack of relevant information needed to make a decision on the applicant's request.

SECTION VI: CONFLICTS. If any ordinances or parts of ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION VII: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION VIII: CODIFICATION. Sections III, IV and V of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION IX: EFFECTIVE DATE. This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this_____ day of _____, 2020.

City of Winter Park

_____
Steven M. Leary, Mayor

Attest:_____
Rene Cranis, City Clerk

city commission agenda item

item type Public Hearings	meeting date 1/27/2020
prepared by Planning	approved by City Manager, City Attorney
board approval yes final vote	
strategic objective Exceptional Quality of Life, Intelligent Growth and Development	

subject

Request of Samuel and Christine Hines for:

- Subdivision approval to split the property at 1554 Harris Circle in order to allow the existing guesthouse at 1552 Harris Circle to become an independent lot with the ability to be sold separately.

Postponed to February 10, 2020 at applicant's request.

motion / recommendation

Recommendation from the Planning and Zoning Board and Staff is for approval of the lot split request.

background

The property at 1554 Harris Circle is a historic designated property on the Winter Park Register of Historic Places. This means that the structures may not be demolished and that any exterior alterations or additions must be approved by the Historic Preservation Board.

There are two structures on the property. The main house on the northern portion of the site is the principal residence of approximately 3,000 square feet in size. On the southern portion of the site is a detached 958 square foot guest cottage structure.

The owners of the property are requesting lot split approval to divide the property into two single-family lots, in order to separate the two structures and be able to sell each of the two buildings on that property. However, the immediate plan is for the current owners to move into the one-story 958 square foot cottage and sell the two-story main residence.

The zoning of this property is R-1A. The lots are proposed to be split with 111.84 and 76.16 feet of lot frontage along Harris Circle. These lot widths exceed the minimum 75 foot lot, width requirement for their R-1A zoning. The respective lots sizes would be 7,924 square feet and 4,313 square feet. Variances are requested as the lots do not meet the minimum 8,500 square feet of land area.

Table 1:

	R-1A Zoning	Proposed North Lot	Proposed South Lot
Lot Size	8,500 square feet	**7,924 sq. ft.**	**4,313 sq. ft.**
Lot Width	75 feet	111.84 feet	76.16 feet

Note: Items in bold indicate a variance request.

Lot Conformance to Subdivision Code Test: There are 47 non-lakefront homes within this neighborhood with the same R-1A zoning. The average lot width is 67.6 feet, and the median lot width is 70.4 feet. The average lot area from this 47-home survey is 9,749 square feet, and the median lot area is 9,834 square feet. Thus, the proposed lot widths conform but the lot areas are less than the existing neighborhood average.

Historic Designation: The decision to designate a property on the Winter Park Register of Historic Places is supposed to be a benefit for both the City and the Owners. The owners give up the right to sell to builders who would tear down the home but the City tries to incentivize that decision to designate with the ability to request variances. Coincidentally, the decision to designate a property as historic and gain the potential for a lot split variance is an incentive that the Historic Preservation Board has formally recommended become a part of the Code (see companion agenda item ZTA #20-01). One alternative is gaining a historic designation via preservation of a home coupled with lot split variance for the property, or in this case, the same type of justification for the lot size variances.

Development Plans: There is no development proposed as both structures are intended to remain as-is. Nothing can be changed on the exterior and no additions can be made without approval by the Historic Preservation Board. It is possible that the southern lot/home could add an open front porch which would match the one on the existing home. There already exists a front drive to provide parking spaces for the structure. Thus, there would be no impact upon the neighbors.

Summary: This is a very unique scenario because the result of this lot split changes almost nothing for the neighbors. They will have another full time neighbor in the small 958 square foot home, but otherwise nothing changes. Not everyone needs a large home. There are many empty nester scenarios where someone would be perfectly happy living in this small home (somewhat more affordable) in this nice neighborhood. It also gives the City a chance to demonstrate a benefit and value from a historic designation.

Planning and Zoning Board Minutes from January 7, 2020:

- SUB #20-01. Request of Samuel and Christine Hines for: Subdivision approval to split the property at 1554 Harris Circle in order to allow the existing guesthouse at 1552 Harris Circle to become an independent lot with the ability to be sold separately.

  Mr. Briggs explained that the item was a lot split request and presented aerial views of the property location and a survey which outlined the top northern potion of the property where the main house is located at 1554 Harris Circle which is approximately 3,000 square feet in size and a guest house at the bottom of the survey which is 958 square feet. Both of the structures are listed on the City's Register of Historic Places and will be preserved. Any additions and

alterations would have to go before the Historic Preservation Board for approval. The applicant would like to split the property in in order the main house to be sold independently, as it is the intent of the applicant to move into the guest cottage.

Mr. Briggs explained that the lot was only 4,300 square feet and the requirement for new lots is 8,500 square feet therefore a variance was requested for the lot size based on the commitment that both structures were to be preserved on the register of historic places for the city. He noted that the guest cottage was located on the rear property line and the front of the home was in line with the front setback therefore additions to the home would not be feasible outside of the addition of a small porch which would match the front of the main home. Thus, there would be no impact on the neighbors.

Mr. Samuel Hines (applicant) spoke and outlined the long history of this home built in 1887, which is the second oldest home in the City. He detailed the history including the period when the home was owned by the son and daughter in-law of Thomas Edison. He indicated that they desired to sell the main residence and move into the smaller guest home, which already has a full kitchen, separate electric meter, etc. That property already has parking spaces and all they may do is add a new front porch. So the neighbors will not see any changes other than new owners of the main residence.

The Board heard public comment from Christopher Wideman, 1551 Harris Circle and John Skolfield, 358 Vitoria Avenue, who spoke in favor of the request and Jim Cook, 1444 Grove Terrace, Winter Park, FL spoke in opposition of the request.

The Planning Board members discussed that the proposed lot split would have not impact upon the neighbors. Nothing can be done to either structure without approval from the Historic Preservation Board following notice and public hearing. The Board acknowledged that the Historic Preservation Board has also made a recommendation that a property was worthy of historic designation and split since they used it as an example for the previous Ordinance.

Motion made by Christian Swann, seconded by Ray Waugh for subdivision approval to split the property at 1554 Harris Circle in order to allow the existing guest house at 1552 Harris Circle to become an independent lot with the ability to be sold separately.

Motion carried unanimously with a 6-0 vote.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
Backup Materials	1/14/2020	Backup Material
Picture of 1554 Harris Circle	1/15/2020	Cover Memo
Picture of 1554 Harris Circle	1/15/2020	Cover Memo
Article on Historic Designation	1/15/2020	Cover Memo

LOCATION MAP

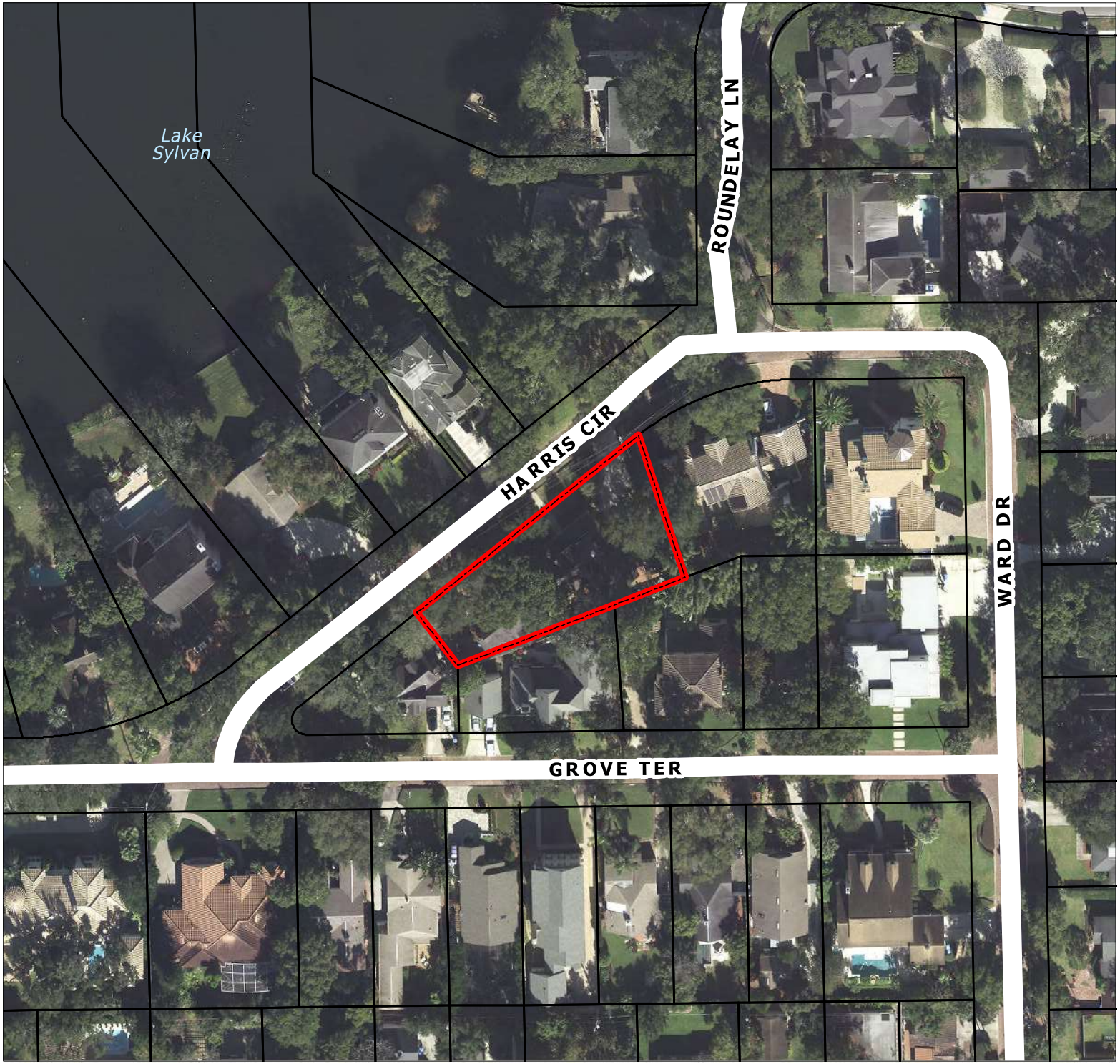
1554 Harris Circle

City of Winter Park
Florida

LOCATION MAP

1554 Harris Circle

City of Winter Park
Florida



LOT CONFORMANCE TO SUBDIVISION CODE TEST

1554 Harris Circle

City of Winter Park
Florida

LEGEND

Subject Site

Single-Family Lots Within 500' of Site (80 total)

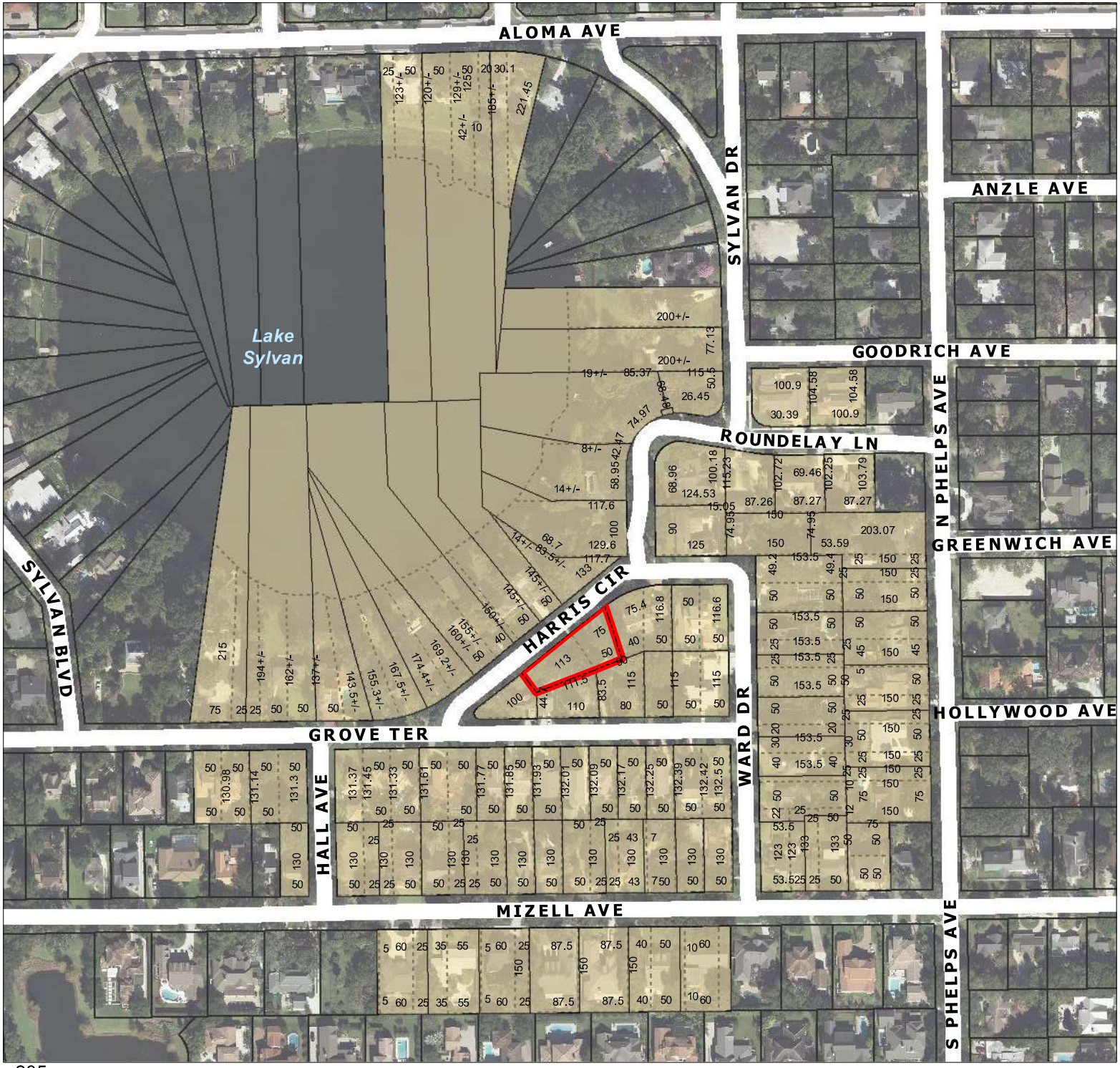
NOTES

Average Lot Width = 81 ft

Median Lot Width = 77 ft

Average Lot Size = 15,315 sq ft

Median Lot Size = 11,499 sq ft



Email-jbriggs@cityofwinterpark.org

August 27, 2019

Jeff Briggs
City of Winter Park Planning & Community Development
401 Park Avenue South
Winter Park, Florida 32789

Re: Request for Lot Split
1554 Harris Circle
Winter Park, FL 32789

Dear Mr. Briggs:
My wife (Christine) and I purchased 1554 and 1554 ½ Harris Circle in July 1993. Based on the historical American Gothic Farmhouse design, construction completed in 1887, and historic ownership (John Harris 1900-1925 and Ted & Anne Edison 1932-1987), we petitioned and the City listed the property on the Winter Park Historical Registry in September 2001. Based on a recent city presentation event, our home is now the 2nd oldest home on the registry. Over the years we have taken great care and pride in preserving its history and maintaining this piece of history in a wonderful, quiet neighborhood where neighbors care for each other. Over the years, we have conducted tours for historic groups and former families who grew up in the home. We moved to Florida 49 years ago from California to enjoy the small own feel within the city.

The property sits on two contiguous lots on the south side of Harris Circle in Lake Sylvan Estates. The main house (1554 Harris Circle) is the historic two story home of approximately 2,750 sq. ft. The guest cottage (1554 ½ Harris Circle that was officially changed to 1552 Harris Circle in 2002) is a single story cottage of 965 sq. ft.

We are growing older and have some health issues that make climbing stairs and maintaining a home of this magnitude more and more difficult, yet we want to stay in the neighborhood near our children and grandchildren, if possible. We would like to have a lot split between the two structures, leaving the guest cottage an independent property so that the main house at 1554 can be sold to the next preserver of history; and we would like to renovate the cottage for our residence in keeping with the historic design and keeping the same living area size of 965 sq. ft. We intend to preserve the historic features of the cottage, such as the wall paintings of Anne Edison and the extensive bead board interior walls and ceilings. In addition to interior renovations, we would like to add a front porch entrance to the cottage that would be similar in design to the main house at 1554, so that both properties would have a similar historic looking frontage. The porch entrance would be subject to approval separately from the lot split, I assume.

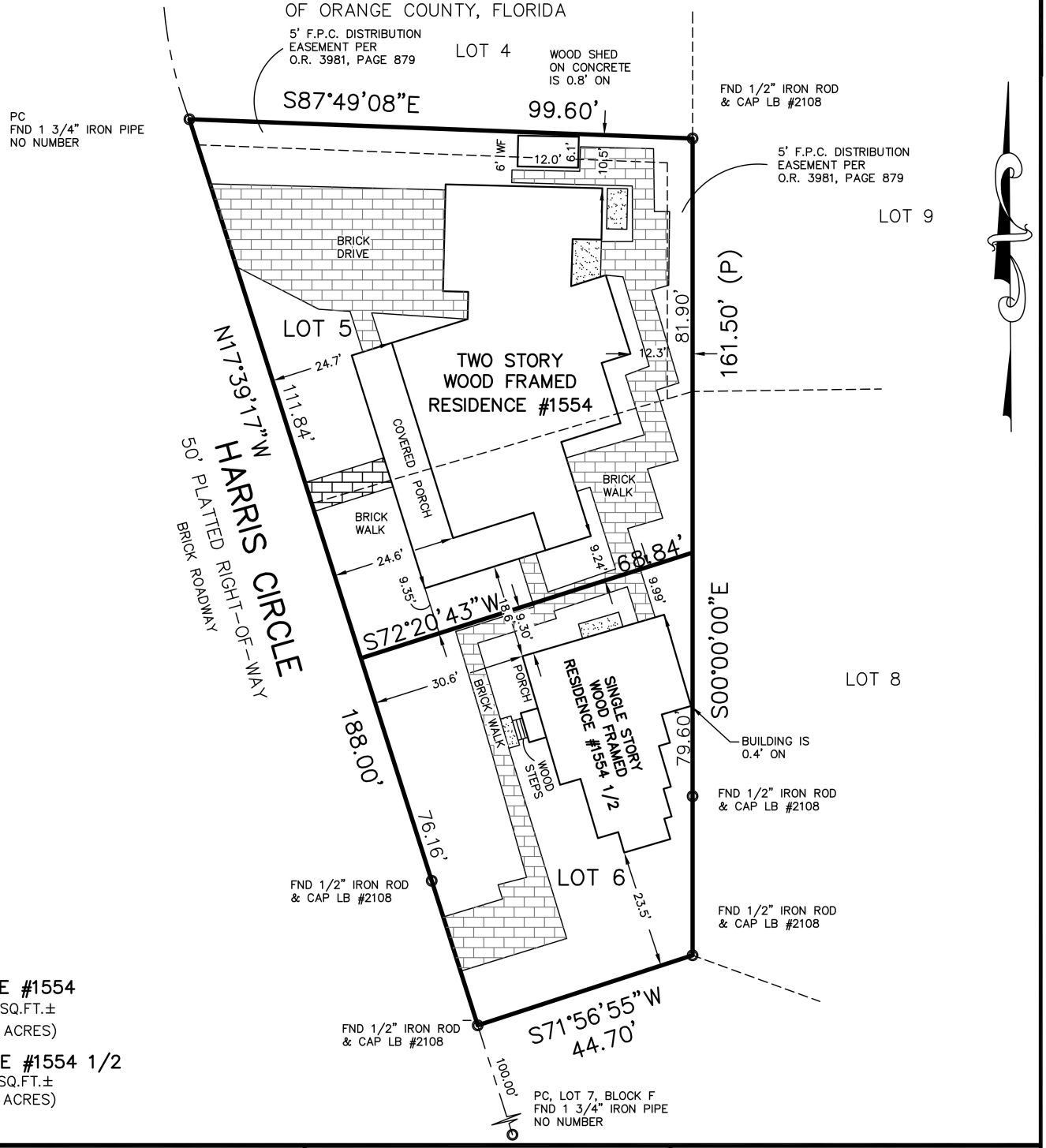
Thanks you for your consideration. We are available for discussion or additional information, if desired.

Respectfully submitted,

Samuel and Christine Hines
1554 Harris Circle
Winter Park, FL 32789
Tel-407-701-4020 or 407-257-9032

PROPOSED LOT SPLIT EXHIBIT

LOTS 5 AND 6, BLOCK F, SYLVAN LAKE SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK N, PAGE 48, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA



RESIDENCE #1554
7,924 SQ.FT.±
(0.182 ACRES)

RESIDENCE #1554 1/2
4,313 SQ.FT.±
(0.099 ACRES)

LOT SPLIT EXHIBIT

OF

1554 AND 1554 1/2 HARRIS CIRCLE, WINTER PARK
AKA
LOTS 5 AND 6, BLOCK F, SYLVAN LAKE SHORES
ORANGE COUNTY, FLORIDA

DATE: 9-11-19
SCALE: N/A
APPROVED BY: -
JOB NO. asm1506
DRAWN BY: TKC

REVISED:

AMERICAN SURVEYING & MAPPING INC.
3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FLORIDA 32803
PHONE (407) 426-7979
WWW.ASMCORPORATE.COM

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. THIS DOCUMENT CONSISTS OF 2 SHEETS, NOT FULL OR COMPLETE WITHOUT ALL SHEETS.

THIS IS NOT A SURVEY.

1351

'Without proper safeguards, historic neighborhoods will lose the identities that drew residents to put down roots in the first place.'

— RICHARD MOE
NATIONAL TRUST FOR HISTORIC PRESERVATION

GEORGE SKENE/ORLANDO SENTINEL

'It's a great house. It's got a lot of older-home charm. But we are just busting out at the seams.'

— JENNIFER DEERY
WINTER PARK RESIDENT

GEORGE SKENE/ORLANDO SENTINEL

In Winter Park. Sam Hines stands in front of his home on Harris Circle recently. The sign (in photo above) marks the age of his home, which was designated historic after a Winter Park ordinance was enacted in June 2001.

Older homes become history instead of historic

By STEPHANIE ERICKSON
SENTINEL STAFF WRITER

WINTER PARK — A year-old historic-preservation ordinance in Winter Park has been too little too late to save many of the city's older homes.

Since the ordinance was enacted in June 2001 — allowing homeowners to ask that their homes be protected as historic — more than 75 property owners have applied for permits to demolish single-family homes. Only 27 homeowners have applied for historic designation.

So far this year, 63 homeowners have applied for a demolition permit, compared with 50 for all of last year.

The reason is simple: Many of the city's older homes, including some of the 650 structures considered to have historic value, lack the size and amenities demanded by a new generation of affluent home buyers.

Of the homes with historic value, "the vast majority would provoke a neighborhood reaction" if torn down, and 150 are eligible for the National Register of Historic Places, said Lindsey Hayes, a city liaison to Winter Park's Historic Resources Task

12 NOV 02

PLEASE SEE **HOMES, B7**