

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA**

**SARASOTA COUNTY,  
a political subdivision of  
the State of Florida,**

**Plaintiff,**

**v.**

**Case No.:**

**GILBANE BUILDING COMPANY,  
a Rhode Island Corporation, d/b/a  
Mills Gilbane,**

**Defendant.**

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**COMPLAINT**

Plaintiff, Sarasota County, a political subdivision of the State of Florida (the “County”),  
sues Defendant, Gilbane Building Company, a Rhode Island Corporation, authorized to do  
business in Florida as successor interest to W. G. Mills, Inc., d/b/a Mills Gilbane (“Mills  
Gilbane”) and alleges:

1. Sarasota County is a political subdivision of the State of Florida.
2. Mills Gilbane is a Rhode Island Corporation authorized to do business in Florida as  
successor interest to W. G. Mills, Inc., 8437 Tuttle Ave #401, Sarasota, Florida 34243.
3. On June 28, 2009, the County and the Baltimore Orioles executed a Memorandum of  
Understanding to renovate and upgrade Ed Smith Stadium for the Orioles Spring  
Training Facilities (the “Project”).
4. On May 20, 2010, the County entered into a Contract for Construction Management  
Services with W. G. Mills, Inc. (the “Contract”) to perform the construction services as  
the “Construction Manager” or “CM at Risk” for the Project. (Contract attached as

Exhibit "A"). The Contract is comprised of additional documentation, which is voluminous and which is already in the possession of Defendant.

5. On July 26, 2011, the County and Mills Gilbane executed an Assumption Agreement whereby Mills Gilbane assumed all rights, duties and obligations of W. G. Mills, Inc. under the contract and became the "Construction Manager" or "CM at Risk" for the Project. (Assumption Agreement attached as Exhibit "B").
6. On February 24, 2011, the Project reached Substantial Completion and Final Completion was achieved on April 19, 2013.
7. In the spring of 2012, concrete cracks were noticed on the Ed Smith Stadium concourse areas.
8. In February of 2013, Mills Gilbane prepared a submittal and represented that it would install a Methyl Methacrylate ("MMA") floor covering to the entire concourse areas and would give the County a two-year warranty for the work.
9. The County accepted Mills Gilbane's submittal and entered into an Interim Field Change Agreement ("IFCA"), which was incorporated by reference into the Contract for the Project. (IFCA attached as Exhibit "C").
10. The contract provides in part:

Where any work is performed by Trade Contractors under contract with the CM at Risk, the CM at Risk and the Trade Contractors respectively shall warrant that all materials and as approved by the Architect, furnished under the contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The CM at Risk further agrees to have all Work found by the COUNTY or the Orioles to be defective in material or workmanship and not in conformance

with the Construction Documents corrected by the appropriate Trade Contractor for a period of two (2) years from the date of Substantial Completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications.

It shall be the responsibility of the CM at Risk to have the appropriate Trade Contractor remove and replace any work or materials found to be defective, without additional cost to the COUNTY or the Orioles.

11. The IFCA further incorporated two warranties, one from the subcontractor hired by Mills Gilbane to install the MMA floor covering and the other from the manufacturer, both of which were assumed by Mills Gilbane under the contract. (Warranty Documents from subcontractor and manufacturer attached as Exhibit "D").
12. In the summer of 2013, the MMA floor covering installed in the concourse areas started to show signs of bubbling and cracking, revealing a latent defect in material and/or workmanship.
13. In January of 2014, the flooring was replaced in the problem areas under warranty by Mills Gilbane.
14. In the spring of 2014, the bubbling and cracks to the flooring reappeared and were more extensive and included areas that had previously been repaired.
15. In January of 2015, the County sent Mills Gilbane a Warranty Notice Letter to address the problems with the flooring. (Warranty Notice Letter attached as Exhibit "E").
16. To accommodate the Orioles Spring Training Season, temporary repairs were done to the flooring, but the problems with the flooring still exist and remain unresolved.
17. In early 2015, concrete floor and wall cracks were discovered in the Restroom/Pavilion areas in the Left Field Picnic area. At the same time, it was discovered that there were

cracking and settlement problems with the concrete stairways and sidewalks in the same area, revealing latent defects in material and/or workmanship.

18. On January 13, 2010, Ardaman and Associates, Inc., a geotechnical firm, was hired by the County to prepare a Report of Subsurface Soil Exploration at Ed Smith Stadium. The Report found evidence of buried trash, remnants of former landfill at the site.
19. Shortly after discovery of the concrete cracks and settlement problems, Mills Gilbane was put on notice of these problems and has failed to correct the problems and so they remain unresolved.
20. On March 15, 2016 and April 8, 2016, the County sent Notice Letters to the CM at Risk and their Surety addressing the MMA flooring defective work as well as the defective work with settlement and cracks in the Left Field Picnic area. (Notice Letters attached as Exhibit "F").
21. The parties attempted in good faith to resolve their dispute through discussion of the problems, but were unsuccessful in reaching a settlement and proceeded to pre-suit mediation, as required under their contract. The pre-suit mediation concluded with the parties at impasse.
22. On November 4, 2016, the County sent the Surety and Mills Gilbane a Notice of Default and Notice to Cure Letter in accordance with Article 9, Section II.A. of the Construction Contract. (Letter attached as Exhibit "G").
23. All conditions precedent have been completed or waived.

**COUNT I – Breach of Contract**

24. Plaintiff re-alleges the allegations of paragraphs 1-23 as though fully set forth herein.
25. This is an action for damages for breach of contract in excess of \$15,000.00 exclusive of interest, attorney's fees and costs.
26. The County and Mills Gilbane entered into a written contract for the construction and renovation of spring training facilities at Ed Smith Stadium in Sarasota County.
27. Mills Gilbane breached the contract regarding the concourse flooring and the left field picnic area by, among other things, performing defective work, failing to honor express warranties, performing defective work resulting in latent defects and failing to remove and replace any work or materials found to be defective.
28. As a result of these breaches by Mills Gilbane the County has been damaged.

Wherefore Plaintiff, County, respectfully requests the Court enter judgment against Defendant, Mills Gilbane, for damages including pre and post judgment interest, costs, attorney's fees and such other relief the Court deems just.

**COUNT II – Breach of Implied Warranty**

29. Plaintiff re-alleges the allegations of paragraphs 1-23 as though fully set forth herein.
30. This is an action for breach of an implied warranty in excess of \$15,000.00 exclusive of pre-judgment interest, attorney's fees and costs.
31. At the time Ed Smith Stadium was delivered to the County, Mills Gilbane made implied warranties regarding the concourse flooring and the left field picnic area as to the fitness for the facility for its intended purpose, its merchantability and that it had been built in a workman like manner.

32. At all times relevant the County relied on the implied warranties of Mills Gilbane.
33. As of the date of the filing of this action Mills Gilbane has been provided notice of the damages and breach of its implied warranties and it has failed to resolve the breach.
34. As a result of the defects at Ed Smith Stadium and Mills Gilbane's breach of its implied warranties, the County has been damaged.

Wherefore Plaintiff, County, seeks damages against Defendant, Mills Gilbane, including attorney's fees, pre-judgment interest and costs.

### **COUNT III – Negligence**

35. Plaintiff re-alleges the allegations of paragraphs 1-23 as though fully set forth herein.
36. This is an action for negligence in excess of \$15,000.00, exclusive of pre-judgment interest, attorney's fees and costs.
37. When Mills Gilbane undertook the construction and renovation of Ed Smith Stadium it had a duty to use reasonable skill and care in the construction of the facility including the proper selection and supervision of its sub-contractors and selection of installation of materials.
38. During the construction and renovation of Ed Smith Stadium, Mills Gilbane breached its duty of care resulting in defective installation of flooring.
39. Mills Gilbane further breached its duty of care in the construction of the left field area of Ed Smith Stadium resulting in concrete settling and cracks at the facility.
40. As a result of Mills Gilbane's negligence the County has been damaged.

**WHEREFORE** Plaintiff, County, seeks damages against Defendant, Mills Gilbane,  
including pre-judgment interest, attorney's fees and costs.

Date: November 30, 2016

RESPECTFULLY SUBMITTED,

STEPHEN E. DeMARSH, COUNTY ATTORNEY  
MILAN BRKICH, ASSISTANT COUNTY ATTORNEY  
Attorney for Defendant, Sarasota County  
1660 Ringling Blvd., Second Floor  
Sarasota, Florida 34236  
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BY: /s/ Milan Brkich  
Milan Brkich, Assistant County Attorney  
Florida Bar No.: 0998310

# **EXHIBIT A**



CONTRACT NO. 2010-316  
BCC APPROVED 5/26/2010

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES  
FOR THE CONSTRUCTION OF SPRING TRAINING FACILITIES**

THIS AGREEMENT (hereinafter the "Agreement") made this 26<sup>th</sup> day of May, 2010 by and between SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and W.G. Mills, Inc., with offices at 3301 Whitfield Avenue, Sarasota, Florida, 34243, hereinafter referred to as the "CONSTRUCTION MANAGER" or "CM at Risk". Hereafter the COUNTY and the CM at Risk, or CM at Risk, are together referred to as the "Parties".

**WITNESSETH**

**WHEREAS** the COUNTY and the Baltimore Orioles Limited Partnership ("Orioles"), as identified in a Memorandum of Understanding between the COUNTY and the Orioles signed on July 22, 2009 have undertaken the project ("Project") described as "Construction and Renovation of Spring Training Facilities"; and,

**WHEREAS** the COUNTY and the Orioles require the services of a construction management firm to perform services for that portion of the Project as set forth below; and,

**WHEREAS** the COUNTY issued Request for Proposals #101039RC ("RFP") on April 14, 2010, incorporated herein by reference; and,

**WHEREAS**, as of the date of issuance of the RFP, the funds available were not anticipated to be sufficient to complete the entire Project; and

**WHEREAS**, the RFP further stated that the portion of the Project to be constructed with the available funds had not yet been determined; and

**WHEREAS**, the COUNTY and the Orioles have now determined that the portion of the Project described as the Ed Smith Stadium as further defined below shall be constructed with the available funds; and

**WHEREAS** the COUNTY and the Orioles evaluated the proposals and the County ranked the proposals, and,

**WHEREAS** the CM at Risk has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms and at the Guaranteed Maximum Price and in accordance with the Project Schedule contained in this Agreement;

NOW, THEREFORE, the COUNTY and the CM at Risk, in consideration of the mutual covenants contained herein, do agree as follows:

**ARTICLE 1**  
**INCORPORATION OF RECITALS**  
**COMPENSATION, PROJECT TEAM AND DEFINITIONS**

- I RECITALS. The foregoing Recitals are true and correct and the recitals and instruments referred to therein are hereby incorporated into and made a part of this Agreement by reference.
- II In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:
- A. Change Orders and amendments to the Agreement which upon written approval by the parties shall be incorporated into and made a part of this Agreement;
  - B. This Agreement and all exhibits, attachments, and schedules thereto, including but not limited to the Construction Documents as they may be amended and updated from time to time; and
  - C. RFP No. 101039RC and all exhibits, attachments, schedules and addenda thereto, including but not limited to the Construction Documents issued prior to the execution of this Agreement.

The documents listed in Sections II A. through II C. Above shall be collectively referred to as the "Contract Documents".

The Contract Documents, each of which is incorporated herein by reference, are complementary and are intended to include all items required for the proper execution and completion of the Work; provided, however, the enumeration of any portion of the Work shall not be construed to exclude other items contemplated by or reasonably inferable from the Contract Documents.

The construction of the Project as defined below is to be performed within the Project budget, on the agreed upon schedule with the highest quality and in accordance with the Memorandum of Understanding between Sarasota County and the Baltimore Orioles ("MOU"), which is incorporated herein. Notwithstanding the foregoing, at all times the terms and conditions of the MOU shall be given precedence.

**III DEFINITIONS**

- A. Project: For purposes of this Agreement, "Project" shall mean only the Ed Smith Stadium including adjacent landscaping and picnic areas, utilizing refurbished seating, not including the scoreboard or stadium lighting upgrades, as each is further described and defined in the Construction Documents, and shall not include Ed Smith Clubhouse renovations, batting cages, or maintenance building.

- B. Administrative Agent: The Administrative Agent named below is designated to do all things necessary to properly administer the terms and conditions of this Agreement. The Administrative Agent is the COUNTY's staff representative for the Project, and is responsible for facilitating exchanges between the Representatives and the COUNTY, issuing COUNTY approvals as necessitated during the Project, and receiving and dispensing materials and information relative to the Project on behalf of the COUNTY. The Administrative Agent may participate, at the County's discretion, in any of the following tasks as related to the Project:
1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CM at Risk, for the purpose of issuance, subject to consultation with the Representatives, of those approvals necessary to support preparation and submission of invoices by the CM at Risk.
  2. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
  3. Provide review and written confirmation of all documents and payment requests, for purposes of facilitating payment.
  4. Determine when and if it may be in the best interest of the COUNTY to shift funding among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Agreement is not exceeded.
- C. Architect: The Architect of Record for the Project is Hoyt Architects and the design architect is David M. Schwarz Architects. The Architect's services, duties and responsibilities are described in the Agreement between the COUNTY and the Architect, a copy of which is available for download at [www.scgov.net](http://www.scgov.net).
- D. Representatives: A summary of the Role of Sarasota County, the Baltimore Orioles and their Respective Representatives and the City of Sarasota, is referenced in Section IV below and is attached hereto and made a part of this Agreement as Exhibit A.
- E. Construction Documents: Final working drawings and specifications (i) meeting all applicable current federal laws (including, but not limited to, Americans with Disabilities Act requirements), state and local codes, to obtain necessary governmental approvals and permits; and (ii) as required to construct the complete and fully operational facilities of the Project, as more particularly set forth on Exhibit B, List of Construction Documents, attached hereto and made a part of this Agreement. CM at Risk understands and acknowledges that Exhibit B includes references to documents pertaining to the entire Ed Smith Sports Complex. This Agreement is for the construction of

only that portion of the Ed Smith Sports Complex defined above as the Project. Those documents referred to in Exhibit B which describe work associated with portion(s) of the Ed Smith Sports Complex which are not part of the Project, are provided for contextual purposes and will remain excluded from the Project unless and until they are added by means of a Change Order or Amendment, as applicable and as further described herein.

The Representatives shall examine all reports, sketches, drawings, estimates, proposals, and other documents presented by the CM at Risk, and render in writing, decisions pertaining thereto within a reasonable time.

1. The COUNTY's Representative is International Facilities Group, LLC.
  2. The Orioles' Representative is Janet-Marie Smith, Vice President of Planning and Development for the Orioles. She is assisted by Stranix and Associates.
- F. Maximum Governmental Project Funds: This term shall have the meaning set forth in the MOU.
- G. GMP: The Guaranteed Maximum Price at which the CM at Risk shall be paid for the performance and completion of all the services for the Project, as more particularly described in Article 4 below, including but not limited to the completion of the Work in accordance with the Project Schedule.
- H. Project Schedule: The Project Schedule as used in this Agreement shall mean the timeline prepared by the CM at Risk and approved by the Representatives for accomplishing the Project, which is attached hereto and incorporated herein as Exhibit C. The Project Schedule shall include all major sequences of the construction work, material supplies, long-lead procurement, Architect's approval of shop drawings, schedules for Change Orders, if any, and performance testing requirements. The CM at Risk shall achieve substantial completion and final completion of the Work within the time periods set forth in the Project Schedule.
- I. Trade Contractor: This term shall mean those contractors having a direct contract with the CM at Risk for the performance of Work. As used herein, the definition of Trade Contractor shall include, where applicable, subcontractors, sub-subcontractors, vendors and suppliers.
- J. Work: This term shall mean any and all authorized and approved work, materials supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the Project, including Site development and construction of the Project to be performed and provided by CM at Risk (and its agents, employees, Trade Contractors, Sub-consultants, Professionals, and Subcontractors) pursuant to this Agreement.

#### IV SUMMARY OF THE ROLE OF SARASOTA COUNTY, THE BALTIMORE ORIOLES AND THEIR RESPECTIVE REPRESENTATIVES AND THE CITY OF SARASOTA

- A. A Memorandum of Understanding ("MOU") between COUNTY and the Baltimore Orioles was signed on July 22, 2009. An Interlocal Agreement between the City of Sarasota and COUNTY for Major League Training Use by the Baltimore Orioles ("Interlocal Agreement") was signed on July 24, 2009. By executing this Agreement, CM at Risk acknowledges and represents that it has thoroughly reviewed and understands the MOU and its attachments, as well as the Interlocal Agreement and any amendments to either document. Under the terms of the MOU a definitive Project Development Agreement may be entered into between COUNTY and the Baltimore Orioles. The CM at Risk will be required to provide such services as required by the MOU and Project Development Agreement and to comply with the terms of each, and said documents shall be deemed to be incorporated in the Contract Documents. As a convenience for the CM at Risk, a summary of the respective roles of the County, the Orioles and the City of Sarasota are provided in Exhibit A, attached hereto and incorporated herein. In the event of a conflict between the summary provided for in Exhibit A and the MOU, the MOU shall control.

#### V THE PROJECT TEAM

- A. The CM at Risk, the Architect, and the Representatives shall be called the Project Team, shall work jointly during design and through final construction completion and any services required under this Agreement extending past the final construction completion date, and shall be available thereafter should additional services outside of the scope of the GMP be required. The CM at Risk shall, upon request, meet with Orioles' ownership to discuss the Project.

### **ARTICLE 2 CM AT RISK SERVICES**

#### I GENERAL ROLE OF CM AT RISK

- A. CM at Risk shall coordinate and complete the various parts of the Work so that no part shall be left in an unfinished or incomplete condition. CM at Risk accepts the relationship of trust and confidence established between it and COUNTY by this Agreement. CM at Risk covenants and agrees with COUNTY to furnish its best skill and judgment and to cooperate with COUNTY, the Orioles and the Project Team in furthering the best interests of the COUNTY and the Orioles and to complete the Project in accordance with the Contract Documents and in an expedient and efficient manner within the Project Schedule and the GMP.
- B. The CM at Risk shall perform the Work in accordance with the Contract Documents and all applicable laws, statutes, ordinances, building codes, and rules and regulations and shall not be relieved of such obligations either by activities or duties of the Architect in the Architect's administration of the Agreement, or by tests, inspections or approvals required or performed by persons other than the CM at Risk.

## II LICENSES

- A. The CM at Risk shall be licensed to do business as a Class A Contractor in Sarasota County and the State of Florida.

## III PROJECT MANAGEMENT INFORMATION SYSTEM

- A. Notwithstanding anything contained herein, it is expressly understood that the CM at Risk shall establish and maintain, for the duration of the Project, project controls systems, including without limitation, estimating, scheduling, purchasing, cost reporting, and project engineering systems. All documents shall be capable of being transmitted electronically in a format acceptable to the Representatives.
- B. Documents and files produced by computer systems and databases used by the CM at Risk during the performance of this Agreement shall be in a format acceptable to the COUNTY and/or compatible with existing COUNTY systems. Current COUNTY standards for PC software are available from the COUNTY's Administrative Agent.
- C. Commencing promptly after approval of this Agreement by the Board of County Commissioners (the "Board"), and the issuance of the Notice To Proceed by the Administrative Agent, the CM at Risk shall implement and shall utilize throughout the life of this Agreement a project management information system, which shall be compatible with Primavera and other County systems, and which shall hereinafter referred to as PMIS.
  1. The reports, documents and data to be provided shall represent an assessment of the current status of the Project and of the work remaining to be accomplished and shall provide a basis for identifying variances and problems and for making management decisions. An executive summary report will be furnished to the Representatives and the Architect monthly and shall accompany each pay request.
  2. If requested by the Representatives, the CM at Risk shall conduct a workshop for participants designated by the Representatives as required to provide instruction related to the use and role of the PMIS.
  3. The PMIS shall be described in terms of the following major control and reporting processes:
    - i. Monthly Narrative Reporting
    - ii. Weekly Schedule Control
    - iii. Cost Control and Estimating
    - iv. Project Accounting

- v. Accounting and Payment
- vi. Action Reports
- vii. Critical Issues - Look Ahead

D. Narrative Reporting

1. The CM at Risk shall prepare written reports as described hereunder.
2. Additional types of reports may be requested and required by the Representatives. All reports shall be in 8-1/2" x 11" format.
3. The Narrative Reporting shall include the following reports:
  - i. Monthly Summary - which generally provides an overview of current issues and pending decisions, future developments and expected achievements and any problems or delays including code violations found by the Permitting Authority.
  - ii. Monthly Cost Narrative - describes the current construction cost estimate status of the Project. Specific attention to amendment and Change Order status (i.e., amount, reason for change, responsibility), claim status or potential claims will be addressed in detail.
  - iii. Monthly Scheduling Narrative - summarizes the status of the overall Project Schedule. This Report shall include an analysis of the various Project Schedules, a description of the critical path and other analyses as necessary to compare planned performance with actual performance. The report shall be submitted on a CD-ROM using a scheduling software system and digital program format acceptable to the Representatives and the COUNTY'S Administrative Agent.
  - iv. Monthly Accounting Narrative - describes the current cost and payment status of the entire Project. This Report shall relate current encumbrances and expenditures to the budget allocations.
  - v. Monthly Construction Progress Report - summarizes the work of the various Trade Contractors. This Report shall include information from the weekly job-site meetings as applicable such as General Conditions, long-lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations and plans for the succeeding month.
  - vi. Daily Construction Diary - describes events and conditions on the Site and shall be maintained at the Site and available to the COUNTY, the Architect and the Representatives. A bound copy of the complete diary, as well as an electronic copy on CD-ROM, shall be submitted to the COUNTY and the Orioles at Final Completion.

4. The reports outlined above shall be bound, with applicable computer reports and submitted monthly and shall be current through the end of the preceding month. Six (6) or more copies shall be transmitted: two (2) to the COUNTY's Representative, two (2) to the Orioles' Representative, two (2) to the Architect, and others as designated by the COUNTY'S Administrative Agent by the 15th day of each month. Reports will also be submitted electronically in a format acceptable to the Representatives.

E. Schedule Control and Reporting

1. The Construction Manager shall provide a weekly time-scaled critical path schedule and activity bar chart schedule that illustrates activities and their logical relationships. This Schedule Control Process will be used to plan, analyze and control progress through the completion of construction and occupancy of the Project. All changes in the planned sequence, interrelationship, description or duration of any activity shall be incorporated into the reporting process as they are determined. The CM at Risk shall distribute critical path plots and bar charts to the Representatives, the COUNTY's Administrative Agent and the Architect. The CM at Risk shall utilize a software system acceptable to the COUNTY'S Administrative Agent for all scheduling functions.
2. The CM at Risk shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:
  - i. Master Project Schedule - Upon award of this Agreement, and subject to approval by the Representatives, the Project Team shall prepare a Master Project Schedule covering the approval, construction and occupancy of the Project. This Schedule will serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project by the CM at Risk. The COUNTY and the Orioles shall jointly be the sole determiner of activities dealing with long-term impact on the Schedule after having fully considered the concerns and the comments of each of the Project Team members.

The timelines stipulated in the Master Project Schedule shall be understood to include due allowance for working days lost to inclement weather based on established historical data for the locality of the project.

- ii. Construction Schedules - Upon the award of each Trade Contract, the CM at Risk shall jointly with the Trade Contractor develop a schedule which is more detailed than the Master Schedule, taking into account the work schedule of the other Trade Contractors. The Construction Schedule shall include as many activities as necessary for construction planning and for monitoring the performance of the Trade Contractor.



- iii. Occupancy Schedule - The CM at Risk shall jointly with the Architect and the Representatives develop a detailed plan, inclusive of substantial completion inspections, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final occupancy of the Project.
- iv. Warranty Schedule - Provide scheduled activities for evaluating the condition of the Project materials and equipment near the end of the warranty period and provide a schedule for corrections as needed.

#### F. Cost Control

- 1. The cost control reporting shall provide sufficient data and detail to assist the Project Team to control and adjust the Project requirements, needs, materials, equipment and systems (by building and site elements) so that construction will be completed at a cost which, together with all other Project costs as made known to the CM at Risk, does not exceed the GMP. Requirements of this Sub-System include the following submissions for estimates:
  - i. The CM at Risk shall prepare the estimates based upon the content of the complete schematic and design development and construction documents submissions. The CM at Risk will be expected to comment on the content and the completeness of the submission.
  - ii. The CM at Risk shall make recommendations about the use of alternate materials that will promote cost savings and make recommendations regarding other value engineering activities.
  - iii. The CM at Risk shall investigate alternate solutions, systems, materials or techniques to achieve project requirements economically and consistently with the Project's objectives.
  - iv. The CM at Risk shall develop and implement a value-engineering program for all major facility and site elements, systems and materials.
  - v. The CM at Risk shall advise the COUNTY on the cost of alternate building systems and materials.
  - vi. The CM at Risk shall prepare comparative analysis of alternate finishes, materials and systems..
  - vii. The CM at Risk shall review current and future, if any, documents and designs for value-engineering options.
  - viii. The CM at Risk will within thirty (30) days of the effective date of this Agreement, submit a list of initial value-engineering options to the

Representatives. Each value-engineering option shall include narrative description, projected cost savings, constructability ramifications, scheduling effects, life-cycle analysis and enumeration of pro/cons.

- ix. The CM at Risk shall update the budget as necessary, no less than once a month, to reflect ongoing and iterative changes or refinements made to the plans and shall provide the updated budget within one week of receipt of each updated set of plans from the Architect.

#### G. Project Accounting

1. Project accounting shall enable the Project Team to plan effectively and to monitor and control the funds available for the Project. Major financial factors such as: cash flow, costs, amendments, Field Change Orders, payments and other such indicators are compared to the budget, the estimate, total commitment, amounts invoiced, amounts payable and status of contingencies. The analysis of this information, updated monthly, serves as a basic accounting tool and an audit trail. The project accounting reporting shall include the following reports:
  - i. A cost status report presenting the budget, estimate and base commitment (awarded Trade Contracts and purchase orders) for any given Trade Contract or budget line item. It shall show approved amendments for each Trade Contract which when added to the base commitment will become the total commitment. Pending amendments will also be shown to produce the total estimated probable cost to complete the work.
  - ii. A payment status report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retainable, the amount payable (both current and cumulative) and the balance remaining. A summary of this Report shall accompany each pay request.
  - iii. A detailed status report showing the activity history of each item. It shall include the budget, estimate and base commitment figures for each Trade Contract. It shall give the amendment history including amendment numbers, description, proposed and approved dates and the proposed and approved dollar amounts and detailed reason for the amendments and parties responsible. It shall also show all pending or rejected amendments. The payment history shall include the date, value-in-place, retainage and amounts payable.
  - iv. A cash flow diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments
  - v. A job record shall be maintained as necessary to supplement the

operation of the Project Accounting. The Job Record will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses and costs requiring accounting needs.

- vi. A detailed status report showing the CM at Risk's contingency status for each item in the Project. It shall give the history of contingency budgets, usage and amendment history. It shall also show all pending or rejected amendments and anticipatory expenditure requests. CM at Risk may not utilize any contingency funds without the prior written approval of the Representatives and the COUNTY's Administrative Agent in each instance.
- vii. A detailed status of other cost elements as deemed necessary by the Representatives.

#### IV CM at Risk's Key Personnel

- A. The CM at Risk shall ensure that those key personnel identified in Exhibit D, Key Personnel, attached hereto and incorporated herein, shall remain assigned to the Project in their designated roles, for the duration of the Project. Changes to the personnel identified in this Exhibit may be made by the Representatives, and through the COUNTY's Administrative Agent.
- B. The CM at Risk shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CM at Risk's key personnel must receive the Representatives' written approval, a copy of which shall be provided to the COUNTY's Administrative Agent for recordation in the COUNTY's contract file. At the direction of the COUNTY's Administrative Agent, the COUNTY and the Orioles shall have the right to require the CM at Risk to remove personnel assigned at any level for the performance of work.
- C. The timely performance and completion of the required services are vitally important to the interest of the COUNTY. The CM at Risk shall assign a Project Manager acceptable to the Representatives, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement.

#### V DESIGN REVIEW SERVICES

- A. The CM at Risk acknowledges that the Project will be completed on a fast-track basis and shall make recommendations to the Representatives and Architect regarding the drawings and specifications to facilitate construction of the Work.
- B. Design Review and Recommendations: The CM at Risk shall thoroughly familiarize itself thoroughly with the Construction Documents. Where

appropriate and as requested, CM at Risk shall make written recommendations with respect to the site, foundations, selection of systems and materials and cost reducing alternatives, including assistance to the Architect and the Representatives in evaluating alternative comparisons versus long-term cost effects as the Project Team deem appropriate. The CM at Risk shall call to the Representatives' and Architect's attention any known or perceived defects in the design, drawings and specifications or other documents that it notes, as soon as practicable after said defect is noted.

Any design errors or omissions noted by the CM at Risk during this review shall be reported promptly to the Architect and the Representatives, but it is recognized that the CM at Risk's review is made in the CM at Risk's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM at Risk concerning design alternatives shall be subject to the review and approval of the COUNTY and the Orioles.

- C. **Separate Contracts Planning:** The CM at Risk shall review the Construction Documents and make recommendations in writing to the Representatives with respect to dividing the Work in such manner as will permit the CM at Risk to take bids and award separate construction Trade Contracts. It shall make such divisions in a manner acceptable to the Representatives, taking into consideration all factors such as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified local and minority contractor participation, and any other factors pertinent to saving time and cost.
- D. **Job-Site Facilities:** The GMP shall be inclusive of the arrangement and supply of all job-site facilities, to include workstations equipped with telephones, desks, FAX machines, and PC equipment that are reasonably necessary to enable the members of the Project Team to perform their respective duties in the management, inspection and supervision of construction of the Project. The CM at Risk shall provide a dedicated office on site for each of the Representatives.
- E. **Market Analysis:** The CM at Risk shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the project. The CM at Risk shall conduct reviews as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material, (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion within the Project Schedule.
- F. **Stimulation of Bidder Interest:** The CM at Risk shall be responsible to

stimulate bidder interest in the local market place and identify and reasonably encourage bidding competition through various meetings, presentations, mail-outs, telephone conferences, and the like. The CM at Risk shall obtain a minimum of three (3) competitive bids for each trade, unless otherwise directed by the Representatives. The CM at Risk shall provide the Representatives with the opportunity to review and approve all such bids before their acceptance. The CM at Risk shall carry out an active program of stimulating interest of qualified local contractors, including minority contractors, in bidding on the work and of familiarizing those bidders with the requirements of this project.

#### VI OTHER SERVICES

- A. The scope and responsibilities of the CM at Risk is further defined and described in Exhibit E, CM AT RISK SERVICES, attached hereto and made a part of this Agreement.

### **ARTICLE 3 COUNTY'S RESPONSIBILITIES**

- I INFORMATION: The COUNTY shall, upon request, furnish the CM at Risk with existing data, plans, studies and other information in the County's and the Representatives, if applicable, respective possession in connection with the work of this Project, all of which shall be and remain the property of each and shall be returned to the respective Representative upon completion of the Project, or earlier upon request by the Representative(s).
- II Site Survey and Reports: The Architect shall provide for the Project a site and building survey describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations and conditions and a legal description of the Site as they are defined in the MOU. The CM at Risk acknowledges and understands that the Interlocal Agreement provides that the City of Sarasota shall be responsible for certain costs related to the environmental condition of the Sports Complex, as it is defined in the Interlocal Agreement. Under this Agreement, the CM at Risk shall not be entitled to compensation for any tasks CM at Risk undertakes which are the responsibility of the City of Sarasota. Any costs or inconvenience to the CM at Risk caused by the activities of the City of Sarasota or its contractors in this regard shall not be compensable to the CM at Risk under this Agreement. The CM at Risk shall be required to perform, or coordinate the performance of, any remediation or other environmental work necessary for the Project with the City, within the Project Schedule and the GMP contained in this Agreement.
- III Drawings and Specifications: The Architect shall furnish to each the COUNTY and the Orioles a reproducible set of all documents necessary to finalize the Construction Documents for the Project and will provide one (1) copy of the

Construction Documents to the CM at Risk.

IV Lines of Communication: Communication with the Trade Contractors or suppliers shall be the sole responsibility of the CM at Risk.

**ARTICLE 4  
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

I COMPENSATION AND PAYMENT FOR CM AT RISK'S SERVICES

A. The COUNTY shall pay the CM at Risk for the services and Work rendered hereunder and completed in accordance with the terms of this Agreement and any exhibits or amendments hereto, as follows:

CM at Risk shall be paid a total amount not to exceed Sixteen Million Six Hundred Ten Thousand Three Hundred Forty One Dollars and No Cents (\$16,610,341.00), hereafter the "GMP," for those services and Work contained in this Agreement, including but not limited to, those listed in Exhibit E, CM at Risk Services, which Work shall be completed within Exhibit C, Project Schedule, and shall be compensated in accordance with Exhibit F, Breakdown of GMP, each Exhibit being attached hereto and made a part of this Agreement. The sum total of the Cost of the Work as it is further described in Article 6, the General Conditions, Insurance, Payment and Performance Bonds, and the CM at Risk's Fee are together guaranteed by the CM at Risk not to exceed the GMP.

B. It is understood that the CM Contingency line item is within the GMP and is to cover costs and expenses of the CM at Risk incurred as a result of unforeseen or unanticipated events or circumstances that would normally be expected to be encountered in the construction of the Project; provided, however, any such cost or expense must otherwise be reimbursable as a Cost of the Work (other than General Conditions costs or other line items, for which CM Contingency may not be used). The CM at Risk may transfer amounts between and among the CM Contingency and line items (other than CM at Risk's Fee or General Conditions including Staffing) as pricing becomes more certain and to cover cost overruns resulting from unanticipated conditions and events arising during construction. Each monthly report and application for payment shall contain a CM Contingency report including any item that the CM at Risk has requested to charge to the CM Contingency. General Conditions including Staffing is a not-to-exceed line item within the GMP.

C. In the event the actual Cost of the Work plus the CM at Risk's Fee is less than the GMP, the difference ("Savings") shall be shared 75% to the County for the benefit of the Project and deposited and/or retained in the Construction Fund Account and 25% to the CM at Risk and shall be paid as part of final payment hereunder. In no event shall the portion of the Savings due the CM at Risk

exceed \$75,000.

## II BASIS OF GUARANTEED MAXIMUM PRICE

- A. The CM at Risk acknowledges and agrees that the GMP specified herein includes:
1. The entire scope of work and services solicited under the RFP and all exhibits, attachments, schedules and addenda thereto, and this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents as noted in Exhibit B, and any other material documents or Construction Documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM at Risk is required to provide and install such essential item as part of the GMP. If the Contract Documents contain inconsistencies, discrepancies or omissions of which the CM at Risk had knowledge or should have had knowledge or which are reasonably inferable from the Contract Documents as necessary to provide the intended results, the CM at Risk shall not be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM at Risk shall nonetheless be responsible to correct and complete such items;
  2. A list of all allowances and the statement of their basis;
  3. A list of any material clarifications and assumptions made by the CM at Risk in the preparation of the GMP necessary to supplement the information contained in the drawings and specifications;
  4. A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP;
  5. The date of substantial completion, upon which the proposed GMP is based; and
  6. A schedule of the Construction Documents' issuance dates, upon which the proposed GMP is based.
- B. The CM at Risk acknowledges that the GMP includes an amount designated as the Owner's Contingency, as specified on Exhibit F. The Owner's Contingency shall be available to the CM at Risk only if the COUNTY issues a Change Order or Amendment to this Agreement. In such event, the Change Order or Amendment shall specify the portion of the Owner's Contingency being made available and the purpose.
- C. The CM at Risk acknowledges that the Construction Drawings may be modified by the Architect, from time to time, and if presented with modified Construction Drawings from the County, the CM at Risk is required to

complete the Project as modified.

- D. CM at Risk has submitted a Project Schedule attached hereto as Exhibit C and made a part of this Agreement.
- E. CM at Risk represents and warrants that it has reviewed the Contract Documents: (i) for compliance with all legal requirements for which it is responsible; (ii) to establish construction means, methods, techniques, sequences or procedures; and (iii) to confirm safety precautions and programs in connection with the Work. CM at Risk represents that, to the best of CM at Risk's knowledge, it can obtain all permits or other approvals from governmental authorities required for performance of the Work. On the basis of the Contract Documents and the Work indicated, described or implied in or from the Contract Documents, CM at Risk shall provide all items required for the proper execution and completion of the Work. The enumeration of particular items of Work in one portion of the Contract Documents shall not be construed to exclude other items reasonably necessary or implied therefrom.

### III. CHANGES IN THE WORK

- A. The CM at Risk hereby agrees that for approved additive or deductive Change Orders performed by a Trade Contractor or self-performed by the CM at Risk, which are approved in accordance with the terms of this Agreement, the percentage markup for Change Orders as detailed in Exhibit F shall apply.

### IV. ED SMITH CLUBHOUSE

- A. CM at Risk understands and acknowledges that portions of the project as described in the RFP are not included in this Agreement. In the event the COUNTY and the Orioles determine to proceed with additional portions of that project, the COUNTY, in its sole discretion, reserves the right to amend this Agreement to add to the Scope of Services some or all of the remaining portions of the project as described in the RFP, including but not limited to the construction of the Ed Smith Clubhouse and/or the optional components identified on Exhibit F-1, Optional Components, attached to and made a part of this Agreement. CM at Risk agrees to perform the work included in any such Amendment in accordance with the GMP and Project Schedule submitted by the CM at Risk in response to the RFP. Notwithstanding the preceding, COUNTY acknowledges that depending on the effective date of any such amendment, adjustments may be necessary to the Project Schedule and will consider any requests for such adjustments by the CM at Risk as reasonably necessary to complete the Project in accordance with the MOU.
- B. CM at Risk agrees to maintain the pricing submitted by the CM at Risk in response to the RFP through September 11, 2010. CM at Risk shall use good faith efforts to maintain pricing and extend dates for a reasonable period past September 11, 2010 for items listed on Exhibit F-1, Optional Components.



**ARTICLE 5  
GENERAL CONDITIONS**

**I GENERAL CONDITIONS**

A. General Conditions Items shall be deemed to mean provision of facilities or performance of work by the CM at Risk for items that do not lend themselves readily to inclusion in the permanent work of the Trade Contracts. General Conditions Items will include, but are not limited to, the following:

<b>1. Temporary Facilities</b>
Temporary offices/field offices
Sheds
Toilets, Rental Toilets
Storage
Protection
First aid and facilities
Signage, project sign
<b>2. Temporary Utilities</b>
Temporary Light & Power & Water, etc., including utility hook-up/disconnect fees
Utilities costs during construction (sanitary, sewer, water, electrical, etc.) including on-site trailers.
Utility hook-up/disconnect Fees
Temporary Heat
Temporary Plumbing
Temporary Electrical
<b>3. Hoist Facilities</b>
Material Hoists
Personnel Hoists
Temporary Elevators
Scissor Lifts
Special Construction for Hoist
Specify Safety and protection for Hoist
<b>4. Protection and Safety</b>
Safety Labor
Safety Materials
Fire Extinguishers
Site Fencing, barricades and safety signage

Protect Finish Work
Watchman/Security Guard
Traffic Control
Flagmen
Fire Watch
Protect Existing elements
<b>5. Cleaning</b>
Cleaning Labor
Cleaning Materials and Equipment
Front-end Loader/Forklift
Trash Chute and Dumpsters
Rubbish Removal
Final Cleaning
Site Cleaning
<b>6. Field Office</b>
Laborers (related to CM at Risk's work)
Carpenters (related to CM at Risk's work)
Layout crews
Computer Systems, printers, faxes, etc.
Office Equipment & Furniture and supplies
Drawing reproduction (including bid document and specification reproduction for bidding)
Vehicles
<b>7. Miscellaneous/General Expenses</b>
General building permits and Trade Permits, Costs for permits, license fees
Existing conditions surveys
Preconstruction Damage Surveys
Office supplies
Postage & Shipping & Deliveries
Express Mail/messenger services
Expediting
Scheduling
Travel and Expenses
Photography and Video
Surveying
Jobsite Signs
Job Radios and Chargers
Misc. tools and equipment
Quality control testing and inspection
Travel
Printing, scanning, copying, postage, paper and drawing

reproduction
Blueprint/Photostat
Phone Charges
Weather protection
Pumping
Pest control
Ceremonies
Alcohol and drug testing
Progress photos
<b>8. Contract closeout</b>
Warranties administration
Punchlist activities and administration
All other items necessary to properly complete the work
<b>9. Taxes and Other</b>
Sales and Use tax for general condition items

- B. The price for General Conditions Items will be CM at Risk's charges and part of the GMP. The General Condition Items shall be listed as a separate line item in the GMP. The CM at Risk shall not be permitted to utilize or transfer contingency funds for the payment of any General Conditions Items. Amounts not utilized within a line item shall be transferred to the CM Contingency.
  
- C. The price for staffing will be CM at Risk's charges and part of the GMP. The staffing shall be listed as a separate line item in the GMP and that line item is included within the line item for the General Conditions Items. Costs for staffing include salaries and wages paid for labor in the direct employ of the CM at Risk under this Agreement, payroll taxes, payroll insurance and fringe benefits as may be payable. The CM at Risk shall not be permitted to utilize or transfer contingency funds for the payment of any staffing costs.

**ARTICLE 6  
CM AT RISK'S FEE AND COST OF THE WORK**

- I The CM at Risk's Fee shall be included in the GMP. Items directly purchased by the COUNTY, other than items purchased by the COUNTY for the purpose of tax savings, shall be excluded from the GMP, as determined by the Representatives. The CM at Risk shall under no circumstances receive a fee for any products or services for the Project that are directly purchased by the COUNTY, other than items purchased by COUNTY for the purpose of sales tax savings.

II COST OF THE WORK: The Cost of the Work consists of all the costs necessarily incurred by the CM at Risk in the proper performance of the Work. It shall include those Divisions identified in the CSI (Construction Specifications Institute) Definitions as set forth in the Construction Documents, including but not limited to the items below, all of which are included in the GMP (unless otherwise determined by the Representatives, as stated above).

A. Cost of the Work Items

1. Payments made or obligated to be made for the costs of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
2. Payments due to Trade Contractors from the CM at Risk or payments made or obligated to be made by the CM at Risk to Trade Contractors for their work performed pursuant to Trade Contracts under this Agreement.
3. Payments made or obligated to be made for the transportation and maintenance of all materials, equipment and supplies excepting those provided for in the General Conditions.
4. Rental charges for all necessary machinery and equipment used at the site of the Project, whether rented from the CM at Risk or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a Trade Contractor's or the CM at Risk's own forces in the performance of the work, said rental charges to be consistent with prevailing rates in the area for similar items.
5. The charges of premiums for all insurance and bonds that the CM at Risk is required to procure by this Agreement and any required increases in said insurance and bond costs excepting those provided for in the General Conditions.
6. Sales, use, gross receipts or similar taxes imposed by any governmental authority and for which the CM at Risk is liable.
7. Costs for clean-up, trash, waste and debris control and removal from the site.
8. Costs of all reproduction used for information purposes required by the Representatives to directly benefit the Project.
9. Costs for watchmen and security services for the Project, as required and approved by the Representatives.
10. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate

storage and parking space, excepting those provided for in the General Conditions.

11. Costs for temporary facilities, including temporary water, heat, power and sanitary facilities.
12. Costs for testing of materials and equipment and inspection of the work.
13. Costs for permits and license fees.
14. Costs for all General Conditions, including salaries and wages paid for labor in the direct employ of the CM at Risk in the performance of the General Conditions under this Agreement, payroll taxes, payroll insurance and fringe benefits as may be payable with respect thereto.
15. Record Drawings: Costs for updating as-built documentation.
16. Costs incurred in repairing or correcting damaged or nonconforming Work executed by Trade Contractors, but only to the extent that the cost of repair or correction is not recoverable by CM at Risk from applicable insurance or responsible Trade Contractors within a commercially reasonable period of time.

### III. DISCOUNTS, REBATES AND REFUNDS

Cash discounts obtained on payments made by the CM at Risk shall accrue to the COUNTY for the benefit of the Project and be deposited and/or retained in the Construction Fund Account. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment that had been purchased by the CM at Risk shall accrue to the County for the benefit of the Project and be deposited and/or retained in the Construction Fund Account. The CM at Risk shall make reasonable efforts to notify the Representatives of the availability of cash discounts or other discounts, rebates and refunds. Any such cash discounts shall be shared 75% to the County for the benefit of the Project and deposited and/or retained in the Construction Fund Account and 25% to the CM at Risk and shall be paid as part of final payment hereunder.

## **ARTICLE 7 PAYMENTS AND RETAINAGE**

- I The COUNTY shall pay the CM at Risk through payment issued by the Clerk of the Circuit Court in accordance with the Florida Prompt Payment Act, Section 218.70 *et seq.* Florida Statutes, upon receipt of the CM at Risk's invoice and written approval of same by the Representatives and by the COUNTY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CM at Risk shall submit a draft invoice to the Representatives on

a monthly basis for those specific services as described in Exhibit E, (and the corresponding amount as described in Exhibit F) that were completed during that invoicing period. The Representatives shall review and approve or disapprove in writing the invoice and the detail sheets and return the reviewed invoice to the CM at Risk within a commercially reasonable period of time, which shall not exceed ten (10) business days. The Representatives shall submit the approved draft invoice to the COUNTY's Administrative Agent. Under no circumstances will approval of an invoice by the Owner's Representative or the COUNTY's Administrative Agent be given until approval of such invoice from the Orioles' Representative. The COUNTY's Administrative Agent shall certify the invoice and request submission of a signed final invoice from the CM at Risk. Upon receipt of such, the COUNTY's Administrative Agent shall provide sign-off and submit the final invoice for payment pursuant to the Administrative Agent's customary procedures. Upon the submission and recommendation of the Representatives, the COUNTY's Administrative Agent may determine whether it may be in the best interest of the COUNTY to reallocate funding, provided that the total CM at Risk compensation contained in Article IV Section I A is not exceeded. In addition, the COUNTY's Administrative Agent shall provide review and written confirmation of all documents and payment requests for purposes of facilitating payment and compliance with the COUNTY's Administrative Agent's payment process. The Representatives and the CM at Risk shall track invoices using Primavera project management software.

- A. For those specific services that are partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved by the Representatives and confirmed in writing by the COUNTY'S Administrative Agent.
  - B. The CM at Risk's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The CM at Risk is responsible for providing all necessary documentation that may be required by the Representatives and the COUNTY.
- II. The CM at Risk shall make payment to its Trade Contractors, subcontractors and suppliers within ten (10) days after receipt of payment from the County.
- III. Retainage shall be withheld on the entire GMP from each monthly payment request, in an amount of ten percent (10%) of the request. After fifty percent (50%) completion of the Project, retainage in an amount of five (5%) percent shall be withheld on all payment requests submitted. The COUNTY has no obligation to further reduce the retainage but may do so, provided however, that the Work has proceeded to the satisfaction of the COUNTY and the Orioles. All remaining retainage shall be requested in the Final Payment after Final Completion of the Work by the COUNTY and the Orioles.
- IV. Accounting Records. The CM at Risk shall keep full and detailed account and exercise such controls as may be necessary for proper financial management under this Agreement. The Representatives shall be afforded full

access to the CM at Risk's records, books, correspondence, instructions, drawings, receipts, Trade contracts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Project on an "open book" basis, and the CM at Risk shall preserve these for a period of five (5) years after final payment, or for such longer period as may be required by law after final payment. Trade contractors and subcontractors shall have the same obligations to maintain books and records and to permit audits. If any inspection of the CM at Risk's or any Trade contractor or subcontractor's books and records or other documents reveals an overcharge, the CM at Risk shall pay to the County, or the County, at its election, may take a credit against future payments due to the CM at Risk, an amount equal to the overage. If, after the final accounting of the Project, the net total of all overcharges and undercharges is greater than Fifty Thousand Dollars (\$50,000) in the aggregate, the CM at Risk shall also pay all auditing expenses incurred by the County and the Representatives in determining the existence and amount of the overcharge, not to exceed Twenty Five Thousand Dollars (\$25,000).

## **ARTICLE 8 INDEMNITY, BONDS, INSURANCE AND WAIVER OF SUBROGATION**

### **I INDEMNIFICATION OF COUNTY BY CM AT RISK**

- A. The CM at Risk shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CM at Risk and persons employed or utilized by the CM at Risk in the performance of this Agreement.

This section of the Agreement will survive the completion or termination of the Agreement.

- B. The CM at Risk shall indemnify and hold harmless the Orioles, and its officers, partners, employees, representatives and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CM at Risk and persons employed or utilized by the CM at Risk in the performance of this Agreement.

Further, the CM at Risk shall indemnify, defend and hold harmless the Orioles, and its officers, partners, employees, representatives and agents from and against any and all claims, liabilities, damages, losses, and costs, expenses (including but not limited to, reasonable attorneys' fees), proceedings, fines, penalties, causes of action or the like, to the extent caused by (i) CM at Risk's breach of this Agreement, including but not limited to, in connection with the acts or omissions of the CM at Risk and

persons employed or utilized by the CM at Risk (ii) the performance of the Work, or any other work in or around the Site by the CM at Risk or persons employed or utilized by the CM at Risk, (iii) the breach of any obligation to be performed by the CM at Risk and (iv) any misrepresentation made by the CM at Risk.

This section of the Agreement will survive the completion or termination of the Agreement.

## II BONDS

- A. CM at Risk has provided to the COUNTY a 100% Performance Bond and a 100% Labor and Material Payment Bond for an aggregate amount not less than the total GMP and inclusive of the CM at Risk's Fee. The bonds shall be executed by the CM at Risk and a surety company authorized to do business in the State of Florida, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The COUNTY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better for said bond. Said bond shall be presented to the Representatives for comment and shall be subject to the approval of the Board.

## III CM AT RISK'S INSURANCE

- A. Before performing any contract work, CM at Risk shall procure and maintain, for the life of the contract, unless otherwise specified, insurance listed below in Exhibit G, Insurance Requirements, attached hereto and made a part of this Agreement. The policies of insurance shall be primary, written on forms acceptable to the County, placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida, and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by Sarasota County Risk Management. The Orioles shall be listed as an additional insured on all policies to the fullest extent permitted by law.

## ARTICLE 9

### TERMINATION OF THE AGREEMENT AND COUNTY'S RIGHT TO PERFORM CM AT RISK'S OBLIGATION

#### I TERMINATION BY COUNTY WITHOUT CAUSE

- A. The COUNTY shall have the right at any time upon thirty (30) calendar days'



written notice to the CM at Risk to terminate this Agreement without cause. In that event, the CM at Risk shall cease work and shall deliver to the COUNTY all documents, (including reports, specifications, and all other data) prepared or obtained by the CM at Risk in connection with its services. If the COUNTY terminates this Agreement without cause, it shall, upon receipt of the aforesaid documents, reimburse the CM at Risk for any good faith undisputed sums owed to CM at Risk including the proportionate amount of the Fee for actual work performed and approved by the COUNTY and reasonable termination and demobilization expenses incurred by the CM at Risk. The COUNTY shall also pay to the CM at Risk fair compensation either by purchase or rental, at the election of the COUNTY, for any CM at Risk equipment retained by COUNTY.

- B. In the event that the CM at Risk has abandoned performance under this Agreement, then the COUNTY may terminate this Agreement upon three (3) calendar days' written notice to the CM at Risk indicating its intention to do so. The written notice shall state the evidence indicating the CM at Risk's abandonment. Payment for work performed prior to the CM at Risk's abandonment shall be as stated above; provided however, that subject to applicable laws and ordinances, the COUNTY may take possession of the Site and all materials, equipment, tools, construction equipment, and machinery thereon owned by the CM at Risk, and shall not pay the CM at Risk for any CM at Risk equipment retained by COUNTY.

## II COUNTY'S RIGHT TO PERFORM CM AT RISK'S OBLIGATIONS AND TERMINATION BY COUNTY FOR CAUSE

- A. If the CM at Risk fails to perform any of its material obligations under this Agreement, the COUNTY may, after giving the CM at Risk and its surety fifteen (15) days written notice, during which period the CM at Risk fails to perform such obligation or fails to commence good faith performance of such obligation or fails to make good such deficiencies, the COUNTY may self-perform the work to correct such deficiencies. The GMP or the actual cost of the Project, whichever is less, shall be reduced by the actual cost to the COUNTY of making good such deficiencies and the CM at Risk's Fee shall be reduced accordingly based upon the proportionate amount of work so done or procured to be done by the COUNTY.
- B. If the CM at Risk is adjudged as bankrupt, or enters into bankruptcy proceedings or proceedings of a similar nature, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if after written notice it persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials,

or if it fails to make payment to Trade Contractors for materials or labor, for which the COUNTY has paid, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise violates the provisions of this Agreement, then the COUNTY may, without prejudice to any right or remedy it has hereunder and after giving the CM at Risk and its surety fifteen (15) calendar days written notice, during which period the CM at Risk fails to cure or commence in good faith to cure the violation, terminate the employment of the CM at Risk and take possession of the site and, subject to applicable laws and ordinances, take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CM at Risk, and/or may finish the Project by whatever reasonable method the COUNTY may deem expedient. In such case, the CM at Risk shall not be entitled to receive any further payment or any compensation for lost profits on unperformed work. Reasonable termination expenses incurred by the COUNTY may be deducted from any payments left owing the CM at Risk for work performed by the CM at Risk.

- C. In the event that COUNTY determines to self-perform or terminates this Agreement pursuant to this Article, CM at Risk shall, at the request of COUNTY, assign over to COUNTY all or some of CM at Risk's rights, title and interest in and to all or some of its contracts with all Trade Contractors, professionals, subconsultants, and subcontractors. If the COUNTY requests such assignment(s), the COUNTY shall only assume future responsibilities and obligations under the contracts, and CM at Risk shall remain liable for all of its responsibilities and obligations for which CM at Risk has previously received payment from COUNTY under those contracts prior to the time of assignment. In no event shall such assignment(s) be construed to be a novation by the COUNTY.

### III Termination By CM at Risk

- A. The CM at Risk may terminate the Agreement only for the following reasons:
1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped for a period in excess of 180 consecutive days through no act or fault of the CM at Risk or a Trade contractor, 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 CM at Risk, or
  2. an act of government, such as a declaration of national emergency which requires all Work to be stopped for a period in excess of 180 consecutive

days through no act or fault of the CM at Risk or a Trade Contractor, 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 CM at Risk.

- B. If one of the reasons described in this Section exists, the CM at Risk may, upon thirty days' written notice to the COUNTY (provided COUNTY does not cure within the thirty day period) terminate the Agreement and recover from the COUNTY payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, and reasonable incurred out-of-pocket cancellation and demobilization costs, but shall not be entitled to recover payment for overhead and profit or incidental or consequential damages incurred as a result of said termination.

#### **ARTICLE 10 ASSIGNMENT**

The CM at Risk shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the COUNTY and the Orioles, except that claims for the money due or to become due the CM at Risk from the COUNTY under this Agreement may be assigned to a financial institution without such approval from the COUNTY.

#### **ARTICLE 11 CLAIMS AND DISPUTES; VENUE AND GOVERNING LAW**

##### **I CLAIMS AND DISPUTES**

- A. In the event the CM at Risk has a claim or demand for an adjustment or interpretation of the Agreement, including but not limited to, in connection with the payment of money or the Project Schedule, the CM at Risk shall be responsible to file and substantiate a claim with the Representatives and the County's Administrative Agent. All claims must be submitted by the CM at Risk within 10 calendar days after the occurrence of the event giving rise to the claim or within 10 calendar days after the CM at Risk first recognizes the matter giving rise to the claim, whichever is earlier. Any claim not asserted within the time frame set forth above shall be deemed waived by the CM at Risk. During the pendency of any claim, the CM at Risk shall nonetheless continue to proceed diligently with its performance under the Agreement without interruption or delay. Any claim which is unresolved after 30 days of

filing shall be subject to the dispute resolution process contained in this Article 11 below.

- B. In the event of a dispute or claim arising out of this Agreement, the Parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the Parties agree to enter into mediation in Sarasota County, Florida, with the Parties sharing equally in the cost of such mediation.
- C. In the event mediation is unsuccessful in resolving a dispute, the Parties may proceed to litigation as set forth below.
- D. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the Parties to the Agreement. Each of the Parties hereby consent thereto, and waive any right it may have to assert the doctrine of *forum non conveniens* or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing. The Parties expressly agree to waive the right to a jury trial because the Parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.
- E. Unless otherwise agreed in writing, the CM at Risk shall be required to continue its services and all other obligations under this Agreement, and maintain the approved schedules during the pendency of claim or dispute including, but not limited to, the actual period of mediation or judicial proceedings.
- F. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

## **ARTICLE 12 LIQUIDATED DAMAGES**

### **I LIQUIDATED DAMAGES**

The Parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the COUNTY for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the Parties agree that the liquidated damages for those items of damage not otherwise provided for by this Agreement, for each and every day that the time consumed in completing the Work provided for in this Agreement exceeds the time(s) allowed therefor, shall be the amount(s)

stated below per day, including Saturdays, Sundays, and legal holidays. The Parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the CM at Risk shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the CM at Risk to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the CM at Risk's delay will be deducted and retained out of the monies payable to the CM at Risk. If not so deducted, the CM at Risk and sureties for the CM at Risk shall be liable therefor. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be **Ten Thousand Dollars and Zero Cents (\$10,000.00) per day**. Beginning on the thirty-first calendar day beyond the calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion, and on every day thereafter, the amount of liquidated damages shall be **Fifteen Thousand Dollars (\$15,000.00) per day**.

### **ARTICLE 13 OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS**

- I All documents, including but not limited to all Construction Documents, original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photographs, videotapes, technical data, test results, field books and other records prepared or obtained under this Agreement (the "Work Product"), are the joint property of COUNTY and the Orioles without restriction or limitation and are solely for use with respect to the Project. They are not to be used by the CM at Risk, Trade Contractors or suppliers on other projects or for additions to this Project outside the scope of the Work. The CM at Risk is granted a limited license to use applicable portions of the Construction Documents appropriate to and for use in the execution of their Work under the Contract Documents. The CM at Risk hereby sells, assigns and transfers to the COUNTY and the Orioles all its common law, statutory and other reserved rights and interests of any kind in and to the Work Product (and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, claims and payments now or hereafter due or payable with respect thereto), if any, including copyright and other proprietary interests and the results and proceeds thereof. All of the rights and interests (and the privileges and opportunities) of the COUNTY and the Orioles set forth in the preceding sentence, and the exploitation thereof by the COUNTY and the Orioles, are subject to the terms and conditions of the MOU and Major League Baseball's rules, regulations, directives and guidelines. Upon demand, CM at Risk shall deliver said Work Product to the Representatives at any time during the Project, or upon completion of the Project, or upon termination of this Contract.

- II The Representatives shall have the right to visit the offices of CM at Risk, and its Professionals, Trade Contractors and Subcontractors for inspection of the Work, drawings, specifications, test data, and related materials at any reasonable time during normal business hours.
- III COUNTY shall also have the right to obtain a copy of and otherwise inspect, any audit made at the direction of CM at Risk as concerns the aforesaid records and documentation.
- IV Adequate records shall include accounting, in detail sufficient for a proper preaudit and postaudit, of all charges that relate to the Work. Expenses and other direct costs shall be itemized and an explanation shall be furnished stating why the charge is applicable to the Project.
- V CM at Risk shall permit Representatives and the COUNTY's Administrative Agent to examine and copy:
  - A. all drawings, specifications, plans, shop drawings, field notes, field reports, daily reports, logs and all other documents which the COUNTY and the Orioles shall deem related to the Work;
  - B. all of CM at Risk's books, records and accounts relating to Work contracted, materials ordered and received, and all disbursements and accounts payable in connection with the Project;
  - C. certificates and reports of inspecting architects, engineers and public officials; and
  - D. all subcontracts, bills, CM at Risk's payroll records, employment records and other records pertaining to the Project.
- VI CM at Risk shall maintain such records in a single, consolidated, easily accessible location for a minimum period of five years.
- VII To the extent such public access is required by applicable law, COUNTY may unilaterally cancel this Agreement for refusal by CM at Risk to allow public access to all documents, papers, letters, or other materials made or received by CM at Risk in conjunction with this Agreement unless such records are exempt under Section 24(a) of Art. I of the Florida Constitution and Section 119.07(1), Florida Statutes.

**ARTICLE 14  
MISCELLANEOUS**

- I This Agreement constitutes the sole and complete understanding between the Parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment to this Agreement is enforceable unless first approved by the Representatives in accordance with the

MOU and agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the GMP, beyond that which the COUNTY's Administrative Agent can approve, provided that the Orioles' Representative agrees, the Board for the COUNTY and the duly authorized representative for the CM at Risk shall agree in writing to this change. For all other changes, once approved by the Representatives, the COUNTY'S Administrative Agent and the CM at Risk shall agree in writing to the change.

- II If any term, provision, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each Party.
- III CM at Risk shall comply with all applicable laws, ordinances, regulations and government agency directives in his performance of this Agreement, including but not limited to the Davis-Bacon Act. The Davis-Bacon contract clauses stated in 29 CFR 5.5(a)(1) through (10) are hereby incorporated into this Agreement by reference.
- IV In the event there is any change in any applicable law, rule or regulation, or a change in any applicable taxes, that takes effect after the execution of the Agreement, and such change affects the CM at Risk's time or cost of performance hereunder, the CM at Risk may request a Change Order equitably adjusting the GMP and/or Project Schedule, as applicable in accordance with the terms of this Agreement.
- V Public Entity Crimes Act: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- VI The exercise by either Party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The failure of either Party to object to, or to take affirmative action with respect to, any conduct of the other Party that violates any term or condition of this Agreement shall be limited to that particular instance, and shall not be construed as a waiver of that Party's rights for such breach or as a waiver of remedies for future breaches by the other Party. The Parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and

authority to bind the Parties.

- VII The Parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the Parties.
- VIII Neither the COUNTY nor the Orioles shall provide any services to the CM at Risk in connection with any claim brought on behalf of or against the CM at Risk.
- IX The Parties understand and agree that duties of the CM at Risk relating to the Scope of Services are included in the MOU, and reflected in this Agreement, and that claims arising from a breach of these duties advanced by the Orioles against the COUNTY shall be advanced by the COUNTY against the CM at Risk.
- X The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- XI Time is of the essence with regard to the CM at Risk's performance of each and every one of the CM at Risk's obligations under this Agreement. The CM at Risk confirms that the Project Schedule is a reasonable period of time within which to fully perform the Work.

Any notices, invoices, reports, communications or any other type of documentation required or permitted to be given by this Agreement shall be in writing and shall be hand-delivered, sent overnight delivery by a reputable overnight delivery carrier or mailed by United States certified mail, return receipt requested, postage prepaid, and shall be deemed received one (1) day after deposit with overnight delivery carrier and three (3) days after deposit by U.S. Mail, to the addresses listed below or such other address or telephone number as a Party may notify the other Party in writing.

CM at Risk:		COUNTY'S Administrative Agent:	
Name:	<u>Timothy Hensey</u>	Name:	<u>Carolyn Eastwood</u>
Title:	<u>Executive Vice President</u>	Title:	<u>Program Manager – Major Facilities</u>
Address:	<u>3301 Whitfield Avenue</u> <u>Sarasota, FL</u> <u>34243</u>	Address:	<u>1660 Ringling Blvd</u> <u>Sarasota, FL</u> <u>34236</u>
Telephone:	<u>(941) 758-6441</u>	Telephone:	<u>941-650-6402</u>
Facsimile:	<u>(941) 739-9421</u>	Facsimile:	<u>N/A</u>



REPRESENTATIVES :

Orioles' Representative:		Owner's Representative:	
Name:	<u>Janet Marie Smith</u>	Name:	<u>Kevin G. Greene</u>
Title:	<u>Vice President of Planning and Development</u>	Title:	<u>Executive Vice President</u>
Address:	<u>Baltimore Orioles 333 West Camden Street</u>	Address:	<u>International Facilities Group, LLC</u>
	<u>Baltimore, MD 21201</u>		<u>105 West Adams Street, Suite 2700 Chicago, IL 60603</u>
Telephone:	<u>410-547-6206</u>	Telephone:	<u>303-916-3001</u>
Facsimile:	<u>410-547-6274</u>	Facsimile:	<u>312-376-3811</u>

XII Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect. The exhibits attached hereto are substantive parts hereof.

XIII The CM at Risk specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by force majeure. Force majeure shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts of God or other acts, events, omissions or accidents beyond the reasonable control of the Parties. The following shall not be deemed to be force majeure:

- A. Delays due to work stoppages, labor disputes or strikes;
- B. Delays due to actions or omissions of Trade Contractors; or
- C. Adverse weather conditions, excluding named storms that threaten or impact the Site, notwithstanding that such adverse weather conditions may exceed those normally anticipated in Sarasota, Florida. Under no circumstance will adverse weather conditions represent a reason to extend either the Project Schedule or any of the milestone dates or to increase the GMP.

As soon as possible, but not more than three (3) days following the commencement of any such delay, the CM at Risk shall give to the Representatives and the COUNTY's Administrative Agent written notice of the delay, the cause of the delay and the anticipated impact(s) of the delay. As soon as possible, but not more than ten (10) days following the commencement of any such delay, CM at Risk shall provide a detailed impact analysis of the delay. In the event of any such condition, the CM at Risk shall take all necessary measures

to mitigate and minimize the effect of the delay and to continue with the prompt and diligent performance of its obligations under this Agreement.

- XIV At all times, CM at Risk is required to have reviewed and evaluated all available environmental documents, reports and studies related to the Site, issued by the City of Sarasota, the Florida Department of Environmental Protection, the COUNTY, the Architect, and any of their respective consultants.
- XV CM at Risk and its Trade Contractors for work on the Project shall work in harmony with and be compatible with all occupants of the site and all other labor being used by the COUNTY and the Orioles on the site of the Project. The CM at Risk further agrees that this provision will be included in all contracts of all Trade Contractors and sub-contracts of the Trade Contractors.
- XVI The CM at Risk represents and warrants unto the COUNTY that no Commissioner, officer, employee, agent or volunteer of Sarasota County has any interest, either directly or indirectly, in the business of the CM at Risk to be conducted herein. The CM at Risk further represents and warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CM at Risk to solicit or secure this Agreement.
- XVII The CM at Risk agrees that no press releases, articles for professional journals, speeches or other kinds of publicity concerning the Project shall be released, made or generated by the CM at Risk or his employees or agents without the Representatives' prior written consent and the COUNTY'S Administrative Agent's written authorization. The CM at Risk shall require all Trade Contractors and suppliers to agree in writing to be bound by the provisions of this paragraph.
- XVIII County's Rights to Perform: The COUNTY, at the Orioles' direction, has the right to delete portions of the Work in this Agreement and/or to perform portions itself as the COUNTY and the Orioles jointly may deem necessary. Adjustments to fees due the CM at Risk will be made accordingly.
- XIX The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board of COUNTY Commissioners. The COUNTY shall promptly notify the CM at Risk if the necessary appropriation is not made.
- XX Nothing in this Agreement shall be deemed to require, or authorize, or permit CM at Risk to perform any act which would constitute design services, laboratory testing, inspection services, investigations, or the practice of architecture, professional engineering, certified public accounting or law.
- XXI It is the CM at Risk's responsibility to obtain all approvals of the County, the Orioles and the Representatives and the City of Sarasota required under this Agreement.

XXII All terms and provisions of this Agreement which should by their nature survive the termination or expiration of this Agreement shall so survive, including but not limited to, Article 8 (Indemnity, Bonds, Insurance and Waiver of Subrogation), Article 13 (Ownership of Documents and Maintenance of Records) and Exhibit E, XII (Warranty).

**IN WITNESS WHEREOF**, the Parties have executed the Agreement as of the date last below written.

WITNESS:

**CONSTRUCTION MANAGER AT RISK**

Print Name: Kevin Greene

Print Name: Timothy D Henshaw

Signed By: Kevin Greene

Signed By: Timothy D Henshaw

Date: 5-23-10

Title: Executive Vice President

Date: 5.23.10

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: Joe Bata  
CHAIRMAN

DATE: 5/26/2010

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board  
of COUNTY Commissioners

BY: Paula J. Mentman  
DEPUTY CLERK

Approved as to form and correctness:

BY: Step SM  
COUNTY ATTORNEY TRW

**EXHIBIT A**  
**SUMMARY OF THE ROLE OF SARASOTA COUNTY,**  
**THE BALTIMORE ORIOLES AND THEIR RESPECTIVE REPRESENTATIVES AND**  
**THE CITY OF SARASOTA**

As an overriding principle Sarasota County ("COUNTY") and the Baltimore Orioles Limited Partnership, a Maryland limited partnership ("Orioles") have agreed that the design, development and construction process shall be a cooperative, mutual endeavor in which the County and the Orioles will work together and participate in all phases of such process.

The COUNTY and the Orioles shall participate in the development and construction of the Project and shall keep each other fully and timely informed of, and actively involved in, all material decisions regarding the development and construction of the Project, at all phases of the development and construction process. Customary COUNTY permit fees shall be chargeable to the Construction Fund Account.

The Role of the Orioles:

1. The Orioles shall have, to the fullest extent permitted by law, primary responsibility for and will take the lead in developing and constructing the Project, the right to approve any agreements to be entered into by the COUNTY for the Project (and any phase, portion or work order thereof), and the right to approve the selection of any goods, materials, equipment, fixtures and furnishings for the Project.
  - a. The Orioles shall have the right to select, in its sole discretion, the furniture, fixtures, and equipment in the Orioles' exclusive use areas, including the Orioles' offices, coaches' offices, training rooms, player locker rooms, weight rooms and other exclusive areas such furniture, fixtures, and equipment.
2. The Orioles will have primary responsibility for and will take the lead in developing the design plans, specifications and elevations for the Project, subject to all applicable County and City codes and ordinances ("Project Design Plan").
3. The Orioles will keep the County informed on a regular basis as to the development of the Project Design Plan and any material and substantial amendments thereto.
4. The Orioles will present the Project Design Plan, including site sketches and elevations under consideration by the Orioles, to the County within one hundred fifty (150) days after the execution of the Memorandum of Understanding ("MOU") between the COUNTY and the Orioles which was signed on July 22, 2009.

- a. The Orioles shall provide the COUNTY, as part of the Project Design Plan, with a detailed cost estimate of the total Project costs, including the uses of the Maximum Governmental Project Funds and such other funds, goods or services as might be required from or arranged by the Orioles ("Project Costs").
  - b. The Orioles shall provide for such cost estimates associated with the Orioles' and COUNTY's representatives (together known as the "Representatives") in the Project Design Plan.
5. The Orioles and the COUNTY shall schedule regular briefings to discuss and preliminarily review the Project Design Plan.
6. The Orioles shall complete the Project and shall be responsible for the payment of any and all Project Costs in excess of the Maximum Governmental Project Funds (the "Orioles Project Contributions") except for those costs (1) arising from hazardous environmental conditions on, in, under, affecting or emanating from all or any portion of the Site or (2) arising from errors or omissions.
  - a. To the extent that the Orioles request an amendment or adjustment (including, but not limited to, change orders) which is agreed to by the COUNTY resulting in a Project Cost in excess of the Maximum Governmental Project Funds, then the Orioles shall comply with the provisions set forth above.
  - b. Subject to the provisions hereof, the Orioles may adjust the scope of the Project, including any procurement, phase, portion or work order thereof; provided, however that any material changes to the Project Design Plan which increases the Project Cost must be reviewed and approved by the COUNTY, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, the Orioles shall not materially and substantially reduce the estimated number of fixed seating positions in the Major League Stadium, the estimated square footage of the Major League clubhouse or the number of fields as set forth in the MOU without the express prior written approval of the COUNTY.
7. The Orioles shall be permitted to participate with the COUNTY and approve the selection of the architects, contractors, subcontractors, vendors and other professionals for the Project.
  - a. The Orioles shall have the right and primary responsibility to coordinate the development and construction of the Project and, at the Orioles' discretion, conduct progress meetings at mutually agreed upon frequency of all of the architect, contractor(s), subcontractor(s), vendors and other professionals.

8. To the fullest extent permitted by law, the Orioles and/or its designees shall have full rights and discretion as to the placement and orientation of all improvements and uses, points of ingress and egress and internal circulation on the Site, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied and subject to the COUNTY's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The Orioles and/or its designees, with COUNTY input and approval, shall have discretion as to the architectural style and character of all improvements on the Site, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied.

The Role of the COUNTY:

1. The COUNTY shall have the right to participate in all phases of the design process.
2. The COUNTY shall have the right to review, comment upon and approve the Project Design Plan and all decisions and documentation with respect thereto, including without limitation, all architectural programs, schematic designs, plans and specifications, and any material amendments thereto which the Orioles deem necessary or desirable after the COUNTY's initial approval for the Project Design Plan has been granted.
3. The Orioles and the COUNTY shall schedule regular briefings to discuss and preliminarily review the Project Design Plan.
4. The COUNTY agrees not to request any amendments or adjustments (including, but not limited to, change orders) and shall have no right to adjust the scope of the Project and/or the Project Schedule unless mutually agreed.
5. The COUNTY agrees to promptly proceed with authorizing and issuing any and all procurements necessary for the Project.
  - a. The COUNTY shall obtain, guaranteed maximum price contract(s) (or such other arrangements as may be mutually agreed to and generally permissible under Florida Statutes) as part of the competitive selection process, in order to ensure that such contract(s) obtain the maximum value in relation to cost for each phase and portion of the Project and control the overall cost of the Project.

- b. No amendments or adjustments (including, but not limited to, change orders) shall be made to any maximum price contract(s), except as agreed to by the COUNTY and the Orioles.
  - c. In the event that the Parties mutually agree to have either the COUNTY or the Orioles enter into a contract for the architect of record before the Project Documents are finalized, they shall reach a separate agreement for the funding of that contract from the Construction Fund Account.
6. The COUNTY agrees that the construction and design contracts which it enters into in connection with the Project shall contain provisions acceptable to the Orioles providing for liquidated damages in commercially reasonable amounts if the Project is not completed on time and prior to the completion date set forth in the Project Development Agreement.
- a. The COUNTY shall, at the Orioles' request, take all reasonable action necessary to enforce the liquidated damages or other remedy provisions necessary to effectuate this provision. The COUNTY and the Orioles shall not be liable to each other for the payment of any construction delay damages, provided that the delay is not caused by the gross negligence, willful misconduct or the breach of a material provision of this Agreement or the Project Development Agreement. The Parties acknowledge that a construction contract cannot be entered into until the Project Documents are finalized (unless otherwise agreed by the Parties).
7. The COUNTY shall take all such action as is necessary to expeditiously conduct all of its Project reviews and exercise its approval rights, which in all instances may not be unreasonably withheld, conditioned or delayed.

The Role of the Representatives:

- 1. The Orioles may retain a representative and/or design consultant with experience in the construction of sports facilities.
- 2. The COUNTY shall have the right to retain an owner's representative with experience in the construction of sports facilities.
- 3. The Project Development Agreement shall provide that each of the Orioles and the COUNTY shall designate representative(s) with authority to act in connection with all issues requiring such Party's approval, agreement or concurrence with regard to the design, development and construction of the Project within all applicable laws, ordinances and policies. All approvals, agreements or concurrences required in Sections 1 and 3 of the MOU shall be the responsibility of and shall be made by such representative(s). Such representative(s) shall be invited to participate in all development and construction meetings held in connection with the Project.



The Role of the City:

1. The City of Sarasota, in accordance with the Interlocal Agreement, shall have the right to participate and provide input in any development meeting(s) scheduled and attended by the Representatives, the ARCHITECT, and the CM at Risk (together these parties are to be known as the "Project Team") wherein decisions as to the Project are made which may materially affect the City's environmental monitoring, remediation, removal, abatement cleanup or indemnification obligations.

**EXHIBIT B  
LIST OF CONSTRUCTION DOCUMENTS**

Stadium Drawing List		
Sheet Number	Description	Date
		Issue Addendum #1 (4/30/2010)
<b>GENERAL</b>		
S/G0.00	COVER SHEET	4/9/2010
S/G0.01	DRAWING LIST	4/9/2010
S/G0.02	LEGENDS, NOTES, AND SYMBOLS	4/9/2010
S/G0.11	BUILDING CODE SUMMARY	4/9/2010
S/G1.11	FIRST FLOOR LIFE SAFETY PLAN	4/9/2010
S/G1.12	SECOND FLOOR LIFE SAFETY PLAN	4/9/2010
S/G1.13	THIRD FLOOR LIFE SAFETY PLAN	4/9/2010
S/G1.22	ADA REQUIREMENTS	4/9/2010
<b>CIVIL</b>		
1	COVER SHEET	3/24/2010
2	AERIAL PHOTOGRAPH	1/27/2010
3	EXISTING CONDITIONS PLAN	3/8/2010
4	DEMOLITION PLAN	1/27/2010
5A	MASTER SITE PLAN	1/27/2010
5	PARKING PLAN (NORTH AREA)	1/27/2010
6	STORMWATER MANAGEMENT PLAN	3/24/2010
7	PAVING, GRADING, AND DRAINAGE DETAILS	1/27/2010
7A	PAVING, GRADING, AND DRAINAGE DETAILS	1/27/2010
8	GRADING PLAN	3/24/2010
8A	GRADING PLAN	3/24/2010
9	STORMWATER POLLUTION PREVENTION PLAN	3/8/2010
10	MASTER UTILITY PLAN	1/27/2010
10A	DETAILED UTILITY PLAN	1/27/2010
10B	DETAILED UTILITY PLAN	1/27/2010
11	WATER AND SANITARY SEWER DETAILS	1/27/2010
<b>LANDSCAPE</b>		
S/L1.001	OVERALL LANDSCAPE PLAN	4/9/2010
S/L1.002	DETAILED LANDSCAPE PLAN	4/9/2010
S/L1.003	DETAILED LANDSCAPE PLAN	4/9/2010
S/L1.004	DETAILED LANDSCAPE PLAN	4/9/2010
S/L1.005	DETAILED LANDSCAPE PLAN	4/9/2010

S/L1.006	SODDING PLAN	4/9/2010
S/L2.001	TREE MITIGATION PLAN	4/9/2010
S/L2.002	TREE MITIGATION DETAILS	4/9/2010
S/L3.001	LANDSCAPE DETAILS AND NOTES	4/9/2010
S/L4.001	OVERALL LAYOUT PLAN	4/9/2010
S/L4.002	DETAILED LAYOUT PLAN	4/9/2010
S/L4.003	DETAILED LAYOUT PLAN	4/9/2010
S/L4.004	DETAILED LAYOUT PLAN	4/9/2010
S/L4.005	DETAILED LAYOUT PLAN	4/9/2010
S/L5.001	IRRIGATION PLAN	4/9/2010
S/L5.002	IRRIGATION DETAILS	4/9/2010
S/L6.001	SITE DETAILS	4/9/2010
S/L6.002	SITE DETAILS	4/9/2010
S/L6.003	SITE DETAILS	4/9/2010
		4/9/2010
ARCHITECTURAL		
S/D1.01	FIRST FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.02	SECOND FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.11	FIRST FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.12	FIRST FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.13	FIRST FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.21	SECOND FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.22	SECOND FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.23	SECOND FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/D1.31	EXISTING (DEMO) REFERENCE SECTIONS	4/9/2010
S/A0.11	ARCHITECTURAL SITE PLAN	4/9/2010
S/A0.12	CONCERT VENUE SITE PLAN	4/9/2010
S/A0.13	FENCE TYPE PLAN	N/A
S/A1.01	FIRST FLOOR REFERENCE PLAN	4/9/2010
S/A1.02	SECOND FLOOR REFERENCE PLAN	4/9/2010
S/A1.04	ROOF REFERENCE PLAN	4/9/2010
S/A1.05	SEATING BOWL PLAN	4/9/2010
S/A2.10	DIMENSION REFERENCE PLAN	4/9/2010
S/A2.11	ENLARGED FIRST FLOOR PLAN (FIRST BASE)	4/9/2010
S/A2.12	ENLARGED FIRST FLOOR PLAN (HOME PLATE)	4/9/2010
S/A2.13	ENLARGED FIRST FLOOR PLAN (THIRD BASE)	4/9/2010
S/A2.21	ENLARGED SECOND FLOOR PLAN (FIRST BASE)	4/9/2010
S/A2.22	ENLARGED SECOND FLOOR PLAN (HOME PLATE)	4/9/2010
S/A2.23	ENLARGED SECOND FLOOR PLAN (THIRD BASE)	4/9/2010
S/A2.32	ENLARGED THIRD FLOOR PLAN (HOME PLATE)	4/9/2010
S/A2.41	ENLARGED ROOF PLAN (FIRST BASE)	4/9/2010
S/A2.42	ENLARGED ROOF PLAN (HOME PLATE)	4/9/2010
S/A2.43	ENLARGED ROOF PLAN (THIRD BASE)	4/9/2010
S/A2.51	ENLARGED FIRST FLOOR PLAN (LEFT FIELD)	4/9/2010
S/A2.52	ENLARGED ROOF PLAN (LEFT FIELD)	4/9/2010

S/A2.61	DETAILED RESTROOM PLANS - FIRST FLOOR	4/9/2010
S/A2.62	DETAILED RESTROOM PLANS - FIRST FLOOR	4/9/2010
S/A2.63	DETAILED RESTROOM PLANS - SECOND AND THIRD FLOOR	4/9/2010
S/A2.71	DETAILED PLANS - FIRST FLOOR	4/9/2010
S/A2.72	DETAILED PLANS AND SECTIONS- DUGOUTS	4/9/2010
S/A2.73	FIRST FLOOR CONCESSIONS - DIMENSION PLAN	4/9/2010
S/A2.74	FIRST FLOOR CONCESSIONS - DIMENSION PLAN	4/9/2010
S/A2.75	SECOND FLOOR CONCESSIONS - DIMENSION PLAN	4/9/2010
S/A2.81	DETAILED PLANS - SECOND FLOOR	4/9/2010
S/A2.82	DETAILED PLANS - SECOND FLOOR	4/9/2010
S/A3.11	ENLARGED FIRST FLOOR RCP (FIRST BASE)	4/9/2010
S/A3.12	ENLARGED FIRST FLOOR RCP (HOME PLATE)	4/9/2010
S/A3.13	ENLARGED FIRST FLOOR RCP (THIRD BASE)	4/9/2010
S/A3.21	ENLARGED SECOND FLOOR RCP (FIRST BASE)	4/9/2010
S/A3.22	ENLARGED SECOND FLOOR RCP (HOME PLATE)	4/9/2010
S/A3.23	ENLARGED SECOND FLOOR RCP (THIRD BASE)	4/9/2010
S/A3.32	ENLARGED THIRD FLOOR RCP (HOME PLATE)	4/9/2010
S/A3.41	ENLARGED FIRST FLOOR RCP (LEFT FIELD)	4/9/2010
S/A4.01	OVERALL EXTERIOR ELEVATIONS	4/9/2010
S/A4.02	EXTERIOR ELEVATIONS	4/9/2010
S/A4.03	EXTERIOR ELEVATIONS	4/9/2010
S/A4.04	EXTERIOR ELEVATIONS	4/9/2010
S/A4.05	EXTERIOR ELEVATIONS	4/9/2010
S/A4.21	EXTERIOR ELEVATIONS - LEFT FIELD PAVILION	4/9/2010
S/A4.31	EXTERIOR ELEVATIONS - DETAILS	4/9/2010
S/A5.01	BUILDING SECTIONS	4/9/2010
S/A5.02	BUILDING SECTIONS	4/9/2010
S/A5.03	BUILDING SECTIONS	4/9/2010
S/A5.04	BUILDING SECTIONS	N/A
S/A5.11	ENLARGED BUILDING SECTIONS	4/9/2010
S/A6.01	WALL SECTIONS	4/9/2010
S/A6.02	WALL SECTIONS	4/9/2010
S/A6.03	WALL SECTIONS	4/9/2010
S/A6.04	WALL SECTIONS	4/9/2010
S/A6.05	WALL SECTIONS	4/9/2010
S/A6.06	WALL SECTIONS	4/9/2010
S/A6.07	WALL SECTIONS	4/9/2010
S/A6.08	WALL SECTIONS	4/9/2010
S/A6.09	WALL SECTIONS	4/9/2010
S/A6.10	WALL SECTIONS	N/A
S/A6.11	ROOF DETAILS	N/A
S/A6.21	ENLARGED DETAILS	4/9/2010
S/A6.22	ENLARGED DETAILS - PROFILES	4/9/2010
S/A6.23	ENLARGED DETAILS	4/9/2010
S/A6.24	ENLARGED DETAILS	4/9/2010
S/A6.25	ENLARGED DETAILS	4/9/2010
S/A6.26	ENLARGED DETAILS	4/9/2010

S/A6.26A	ENLARGED DETAILS	4/9/2010
S/A6.27	ENLARGED DETAILS	4/9/2010
S/A6.28	ENLARGED DETAILS	N/A
S/A6.31	ENLARGED DETAILS	4/9/2010
S/A6.41	MAIN ENTRY CANOPY DTAILS	4/9/2010
S/A6.42	ROOF SHADE CANOPY DETAILS	4/9/2010
S/A6.91	FIELD DETAILS	4/9/2010
S/A6.92	FIELD DETAILS	4/9/2010
S/A7.11	STAIR PLANS	N/A
S/A7.12	STAIR SECTIONS AND DETAILS	4/9/2010
S/A7.21	ELEVATOR SECTIONS AND DETAILS	4/9/2010
S/A7.31	DOOR SCHEDULE	4/9/2010
S/A7.32	DOOR DETAILS	4/9/2010
S/A7.33	DOOR DETAILS	4/9/2010
S/A7.41	WINDOW SCHEDULE AND DETAILS	4/9/2010
S/A7.42	WINDOW DETAILS	4/9/2010
S/A7.43	WINDOW DETAILS	4/9/2010
S/A7.51	PARTITION TYPES	4/9/2010
S/A7.61	UL ASSEMBLIES	4/9/2010
S/A7.62	UL ASSEMBLIES	4/9/2010
S/A8.00	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.01	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.02	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.03	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.04	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.05	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.06	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.07	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.08	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.09	INTERIOR ELEVATIONS-CONCOURSE	4/9/2010
S/A8.11	INTERIOR ELEVATIONS-FIRST FLOOR	4/9/2010
S/A8.21	INTERIOR ELEVATIONS-SECOND FLOOR	4/9/2010
S/A8.22	INTERIOR ELEVATIONS-SECOND FLOOR	4/9/2010
S/A8.31	INTERIOR ELEVATIONS-THIRD FLOOR	4/9/2010
S/A8.41	RESTROOM ELEVATIONS - FIRST FLOOR	4/9/2010
S/A8.42	RESTROOM ELEVATIONS - FIRST FLOOR	4/9/2010
S/A8.43	RESTROOM ELEVATIONS - FIRST FLOOR	4/9/2010
S/A8.44	RESTROOM ELEVATIONS - FIRST FLOOR	4/9/2010
S/A8.45	RESTROOM ELEVATIONS - FIRST FLOOR	4/9/2010
S/A8.51	RESTROOM ELEVATIONS - SECOND FLOOR	4/9/2010
S/A8.52	RESTROOM ELEVATIONS - SECOND/THIRD FLOOR	4/9/2010
S/A8.61	INTERIOR DETAILS - CONCOURSE	4/9/2010
S/A8.62	INTERIOR DETAILS - CONCOURSE	4/9/2010
S/A8.91	INTERIOR FINISH SCHEDULE	4/9/2010
S/A8.92	INTERIOR FINISH SCHEDULE	4/9/2010
S/A8.93	INTERIOR FINISH LEGEND	4/9/2010

STRUCTURAL		
S/S1.11	STADIUM STRUCTURAL NOTES	4/9/2010
S/S1.12	STADIUM INSPECTION NOTES	4/9/2010
S/S1.13	STADIUM WIND PRESSURE DIAGRAM	4/9/2010
S/S1.14	STADIUM WIND PRESSURE DIAGRAM	4/9/2010
S/S1.15	STADIUM WIND PRESSURE DIAGRAM	4/9/2010
S/S1.16	STADIUM WIND PRESSURE DIAGRAM	4/9/2010
S/S2.11	STADIUM FOUNDATION AND GROUND FLOOR PLAN - FIRST BASE	4/9/2010
S/S2.12	STADIUM FOUNDATION AND GROUND FLOOR PLAN - HOME PLATE	4/9/2010
S/S2.13	STADIUM FOUNDATION AND GROUND FLOOR PLAN - THIRD BASE	4/9/2010
S/S2.21	STADIUM SECOND FLOOR FRAMING (FIRST BASE)	4/9/2010
S/S2.22	STADIUM SECOND FLOOR FRAMING (HOME PLATE)	4/9/2010
S/S2.23	STADIUM SECOND FLOOR FRAMING (THIRD BASE)	4/9/2010
S/S2.31	STADIUM THIRD FLOOR FRAMING PLAN (FIRST BASE)	4/9/2010
S/S2.32	STADIUM THIRD FLOOR FRAMING PLAN (HOME PLATE)	4/9/2010
S/S2.33	STADIUM THIRD FLOOR FRAMING PLAN (THIRD BASE)	4/9/2010
S/S2.42	STADIUM ROOF FRAMING PLAN (HOME PLATE)	4/9/2010
S/S2.51	STADIUM FOUNDATION AND ROOF PLAN (LEFT FIELD)	4/9/2010
S/S3.11	STADIUM SCHEDULES	4/9/2010
S/S3.12	STADIUM SECTIONS	4/9/2010
S/S3.13	STADIUM SECTIONS	4/9/2010
S/S4.11	STADIUM FOUNDATION DETAILS	4/9/2010
S/S4.12	STADIUM FOUNDATION DETAILS	4/9/2010
S/S4.13	STADIUM FOUNDATION DETAILS	4/9/2010
S/S4.20	STADIUM MASONRY DETAILS	N/A
S/S5.11	STADIUM STADIUM DETAILS	4/9/2010
S/S5.12	STADIUM DETAILS	4/9/2010
S/S5.13	STADIUM DETAILS	4/9/2010
S/S6.11	STADIUM ROOF DETAILS	4/9/2010
S/S7.11	STADIUM TYPICAL STEEL DETAILS	4/9/2010
S/S7.12	STADIUM TYPICAL STEEL CONNECTION DETAILS	4/9/2010
S/S7.13	STADIUM TYPICAL STEEL CONNECTION DETAILS	4/9/2010
MECHANICAL		
S/MD.01	MECHANICAL DRAWING LIST, SYMBOL LEGEND, NOTES, AND ABBREVIATIONS	4/9/2010
S/MD.11	ENLARGED FIRST FLOOR (FIRST BASE) - MECHANICAL DEMOLITION PLAN	4/9/2010
S/MD.12	ENLARGED FIRST FLOOR (HOME PLATE) - MECHANICAL DEMOLITION PLAN	4/9/2010

S/MD.13	ENLARGED FIRST FLOOR (THIRD BASE) - MECHANICAL DEMOLITION PLAN	4/9/2010
S/MD.22	ENLARGED SECOND FLOOR (HOME PLATE) - MECHANICAL DEMOLITION PLAN	4/9/2010
S/MD.32	ENLARGED THIRD FLOOR (HOME PLATE) - MECHANICAL DEMOLITION PLAN	4/9/2010
S/MD.42	ENLARGED ROOF (HOME PLATE) - MECHANICAL DEMOLITION PLAN	4/9/2010
S/M0.01	MECHANICAL SYMBOLS, LEGENDS, AND ABBREVIATIONS	4/9/2010
S/M2.11	ENLARGED FIRST FLOOR (FIRST BASE) - MECHANICAL PLAN	4/9/2010
S/M2.12	ENLARGED FIRST FLOOR (HOME PLATE) - MECHANICAL PLAN	4/9/2010
S/M2.13	ENLARGED FIRST FLOOR (THIRD BASE) - MECHANICAL PLAN	4/9/2010
S/M2.21	ENLARGED SECOND FLOOR (FIRST BASE) - MECHANICAL PLAN	4/9/2010
S/M2.22	ENLARGED SECOND FLOOR (HOME PLATE) - MECHANICAL PLAN	4/9/2010
S/M2.23	ENLARGED SECOND FLOOR (THIRD BASE) - MECHANICAL PLAN	4/9/2010
S/M2.32	ENLARGED THIRD FLOOR (HOME PLATE) - MECHANICAL PLAN	4/9/2010
S/M2.41	ENLARGED ROOF FLOOR (FIRST BASE) - MECHANICAL PLAN	4/9/2010
S/M2.42	ENLARGED ROOF FLOOR (HOME PLATE) - MECHANICAL PLAN	4/9/2010
S/M2.43	ENLARGED ROOF FLOOR (THIRD BASE) - MECHANICAL PLAN	4/9/2010
S/M2.51	ENLARGED FIRST FLOOR (LEFT FIELD) - MECHANICAL PLAN	4/9/2010
S/M5.01	MECHANICAL DETAILS	4/9/2010
S/M5.02	MECHANICAL DETAILS	4/9/2010
S/M5.03	MECHANICAL DETAILS	4/9/2010
S/M6.01	MECHANICAL DETAILS	4/9/2010
S/M6.02	MECHANICAL DETAILS	4/9/2010
S/M6.03	MECHANICAL DETAILS	4/9/2010
S/M6.04	MECHANICAL DETAILS	N/A
S/M8.01	MECHANICAL DETAILS	4/9/2010
ELECTRICAL		
S/E0.01	ELECTRICAL DRAWING LIST, SYMBOL LEGEND, NOTES AND ABBREVIATIONS	4/9/2010
S/ED.01	FIRST FLOOR DEMOLITION REFERENCE PLAN	4/9/2010
S/ED.02	SECOND AND THIRD FLOOR DEMOLITION REFERENCE PLAN	4/9/2010

S/ED.11	ENLARGED FIRST FLOOR (FIRST BASE) - DEMO PLAN	4/9/2010
S/ED.12	ENLARGED FIRST FLOOR (HOME PLATE) - DEMO PLAN	4/9/2010
S/ED.13	ENLARGED FIRST FLOOR (THIRD BASE) - DEMO PLAN	4/9/2010
S/ED.22	ENLARGED SECOND FLOOR (HOME PLATE) - DEMO PLAN	4/9/2010
S/ED.32	ENLARGED THIRD FLOOR (HOME PLATE) - DEMO PLAN	4/9/2010
S/ED.61	STADIUM SINGLE LINE DIAGRAM - DEMOLITION	4/9/2010
S/E1.01	FIRST FLOOR REFERENCE PLAN	4/9/2010
S/E1.02	SECOND FLOOR REFERENCE PLAN	4/9/2010
S/E1.03	THIRD FLOOR REFERENCE PLAN	4/9/2010
S/E1.04	ROOF REFERENCE PLAN	4/9/2010
S/E3.11	ENLARGED FIRST FLOOR PLAN (FIRST BASE) - LIGHTING RENOVATION PLAN	4/9/2010
S/E3.12	ENLARGED FIRST FLOOR PLAN (HOME PLATE) - LIGHTING RENOVATION PLAN	4/9/2010
S/E3.13	ENLARGED FIRST FLOOR PLAN (THIRD BASE) - LIGHTING RENOVATION PLAN	4/9/2010
S/E3.21	ENLARGED SECOND FLOOR PLAN (FIRST BASE) - LIGHTING RENOVATION PLAN	4/9/2010
S/E3.22	ENLARGED SECOND FLOOR PLAN (HOME PLATE) - LIGHTING RENOVATION PLAN	4/9/2010
S/E3.23	ENLARGED SECOND FLOOR PLAN (THIRD BASE) - LIGHTING RENOVATION PLAN	4/9/2010
S/E3.32	ENLARGED THIRD FLOOR PLAN (HOME PLATE) - LIGHTING RENOVATION PLAN	4/9/2010
S/E3.51	ENLARGED FIRST FLOOR (LEFT FIELD) - LIGHTING RENOVATION PLAN	4/9/2010
S/E4.01	FIRST FLOOR - POWER/COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E4.11	ENLARGED FIRST FLOOR (FIRST BASE) - POWER RENOVATION PLAN	4/9/2010
S/E4.12	ENLARGED FIRST FLOOR (HOME PLATE) - POWER RENOVATION PLAN	4/9/2010
S/E4.13	ENLARGED FIRST FLOOR (THIRD BASE) - POWER RENOVATION PLAN	4/9/2010
S/E4.21	ENLARGED SECOND FLOOR (FIRST BASE) - POWER RENOVATION PLAN	4/9/2010
S/E4.22	ENLARGED SECOND FLOOR (HOME PLATE) - POWER RENOVATION PLAN	4/9/2010
S/E4.23	ENLARGED SECOND FLOOR (THIRD BASE) - POWER RENOVATION PLAN	4/9/2010
S/E4.32	ENLARGED THIRD FLOOR (HOME PLATE) - POWER RENOVATION PLAN	4/9/2010
S/E4.41	ENLARGED ROOF (FIRST BASE) - POWER RENOVATION PLAN	4/9/2010



S/E4.42	ENLARGED ROOF (HOME PLATE) - POWER RENOVATION PLAN	4/9/2010
S/E4.43	ENLARGED ROOF (THIRD BASE) - POWER RENOVATION PLAN	4/9/2010
S/E4.51	ENLARGED FIRST FLOOR (LEFT FIELD) - POWER RENOVATION PLAN	4/9/2010
S/E4.52	ENLARGED ROOF (LEFT FIELD) - POWER RENOVATION PLAN	4/9/2010
S/E4.61	ENLARGED POWER KITCHEN PLANS	N/A
S/E4.62	ENLARGED POWER KITCHEN PLANS	N/A
S/E4.63	ENLARGED POWER KITCHEN PLANS	N/A
S/E4.64	ENLARGED POWER KITCHEN PLANS	N/A
S/E5.11	ENLARGED FIRST FLOOR (FIRST BASE) - COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E5.12	ENLARGED FIRST FLOOR (HOME PLATE) - COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E5.13	ENLARGED FIRST FLOOR (THIRD BASE) - COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E5.21	ENLARGED SECOND FLOOR (FIRST BASE) - COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E5.22	ENLARGED SECOND FLOOR (HOME PLATE) - COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E5.23	ENLARGED SECOND FLOOR (THIRD BASE) - COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E5.32	ENLARGED THIRD FLOOR (HOME PLATE) - COMMUNICATIONS RENOVATION PLAN	4/9/2010
S/E5.61	ENLARGED POWER KITCHEN PLANS	4/9/2010
S/E5.62	ENLARGED POWER KITCHEN PLANS	4/9/2010
S/E5.63	ENLARGED POWER KITCHEN PLANS	4/9/2010
S/E5.64	ENLARGED POWER KITCHEN PLANS	4/9/2010
S/E6.01	STADIUM RENO. SINGLE LINE DIAGRAM AND FEEDER/BRANCH CIRCUIT SCHEDULE	4/9/2010
S/E6.02	STADIUM ELECTRICAL CALCULATIONS	4/9/2010
S/E6.10	OVERALL GROUNDING DIAGRAM	4/9/2010
S/E7.01	STADIUM ADDRESSABLE CLASS B FIRE ALARM DEVICE CONNECTION DIAGRAMS	4/9/2010
S/E7.03	STADIUM VOICE/DATA CONNECTION DIAGRAM	4/9/2010
S/E8.01	KITCHEN EQUIPMENT SCHEDULES	4/9/2010
S/E8.02	KITCHEN EQUIPMENT SCHEDULES	4/9/2010
S/E8.03	KITCHEN EQUIPMENT SCHEDULES	4/9/2010
S/E8.04	KITCHEN EQUIPMENT SCHEDULES	4/9/2010
S/E8.05	KITCHEN EQUIPMENT SCHEDULES	4/9/2010
S/E8.10	STADIUM MECHANICAL CONNECTION AND COMB STARTER/DISCONNECT SCHEDULES	4/9/2010
S/E8.11	MOTOR BRANCH CIRCUIT AND STARTER SCHEDULES/DETAILS	N/A
S/E8.20	LUMINAIRE SCHEDULE	4/9/2010
S/E9.01	LIGHTING PROTECTION DETAILS	N/A

PLUMBING		
S/P0.01	PLUMBING NOTES, SYMBOL LEGEND AND SCHEDULES	4/9/2010
S/P0.02	PLUMBING FIXTURE SCHEDULE (PART 1)	4/9/2010
S/P0.03	PLUMBING FIXTURE SCHEDULE (PART 2)	4/9/2010
S/PD.10	PLUMBING DEMOLITION NOTES FOR SHEETS PD.11, PD.12, AND PD.13	4/9/2010
S/PD.11	FIRST FLOOR (FIRST BASE) - PLUMBING DEMO PLAN	4/9/2010
S/PD.12	FIRST FLOOR (HOME PLATE) - PLUMBING DEMO PLAN	4/9/2010
S/PD.13	FIRST FLOOR (THIRD BASE) - PLUMBING DEMO PLAN	4/9/2010
S/PD.22	UPPER FLOORS (HOME PLATE) - PLUMBING DEMO PLAN	4/9/2010
S/P1.01	PLUMBING DETAILS	N/A
S/P1.02	PLUMBING DETAILS	N/A
S/P2.10	RENOVATION NOTES FOR SHEETS PS.11, P2.12, AND P2.13	4/9/2010
S/P2.11	FIRST FLOOR (FIRST BASE) - PLUMBING RENOVATION PLAN	4/9/2010
S/P2.12	FIRST FLOOR (HOME PLATE) - PLUMBING RENOVATION PLAN	4/9/2010
S/P2.13	FIRST FLOOR (THIRD BASE) - PLUMBING RENOVATION PLAN	4/9/2010
S/P2.21	SECOND FLOOR (FIRST BASE) - PLUMBING RENOVATION PLAN	4/9/2010
S/P2.22	SECOND FLOOR (HOME PLATE) - PLUMBING RENOVATION PLAN	4/9/2010
S/P2.23	SECOND FLOOR (THIRD BASE) - PLUMBING RENOVATION PLAN	4/9/2010
S/P2.32	THIRD FLOOR (HOME PLATE) - PLUMBING RENOVATION PLAN	4/9/2010
S/P2.51	FIRST FLOOR (LEFT FIELD) - PLUMBING RENOVATION PLAN	4/9/2010
S/P4.01	ENLARGED PLUMBING RENOVATION PLANS	4/9/2010
S/P4.02	ENLARGED PLUMBING RENOVATION PLANS	4/9/2010
S/P4.03	ENLARGED PLUMBING RENOVATION PLANS	4/9/2010
S/P4.04	ENLARGED PLUMBING RENOVATION PLANS	4/9/2010
S/P4.05	ENLARGED PLUMBING RENOVATION PLANS	N/A
S/P4.06	ENLARGED PLUMBING RENOVATION PLANS	N/A
S/P4.07	ENLARGED PLUMBING RENOVATION PLANS	N/A
S/P4.08	ENLARGED PLUMBING RENOVATION PLANS	N/A
S/P4.09	ENLARGED PLUMBING RENOVATION PLANS	4/9/2010
S/P4.10	ENLARGED PLUMBING RENOVATION PLANS	4/9/2010
S/P4.11	ENLARGED PLUMBING RENOVATION PLANS	N/A
S/P4.12	ENLARGED PLUMBING RENOVATION PLANS	N/A

S/P5.01	PLUMBING RISER DIAGRAMS	4/9/2010
S/P5.02	PLUMBING RISER DIAGRAMS	4/9/2010
S/P5.03	PLUMBING RISER DIAGRAMS	4/9/2010
S/P5.04	PLUMBING RISER DIAGRAMS	N/A
S/P5.05	PLUMBING RISER DIAGRAMS	N/A
S/P5.06	PLUMBING RISER DIAGRAMS	N/A
S/P5.07	PLUMBING RISER DIAGRAMS	N/A
S/P5.08	PLUMBING RISER DIAGRAMS	N/A
S/P5.09	PLUMBING RISER DIAGRAMS	4/9/2010
S/P5.10	PLUMBING RISER DIAGRAMS	N/A
S/P5.11	PLUMBING RISER DIAGRAMS	N/A
S/P5.12	PLUMBING RISER DIAGRAMS	N/A
S/P5.13	PLUMBING RISER DIAGRAMS	N/A
S/P5.14	PLUMBING RISER DIAGRAMS	N/A
FIRE PROTECTION		
S/FP0.01	FIRE PROTECTION SYMBOL LEGEND, NOTES, AND ABBREVIATIONS	4/9/2010
S/FP1.01	FIRE PROTECTION SITE PLAN	N/A
S/FP2.11	STADIUM ENLARGED FIRST FLOOR (FIRST BASE)- FIRE PROTECTION RENO. PLAN	4/9/2010
S/FP2.12	STADIUM ENLARGED FIRST FLOOR (HOME PLATE)- FIRE PROTECTION RENO. PLAN	4/9/2010
S/FP2.13	STADIUM ENLARGED FIRST FLOOR (THIRD BASE)- FIRE PROTECTION RENO. PLAN	4/9/2010
S/FP2.21	STADIUM ENLARGED SECOND FLOOR (FIRST BASE)- FIRE PROTECTION RENO. PLAN	N/A
S/FP2.22	STADIUM ENLARGED SECOND FLOOR (HOME PLATE)- FIRE PROTECTION RENO. PLAN	4/9/2010
S/FP2.23	STADIUM ENLARGED SECOND FLOOR (THIRD BASE)- FIRE PROTECTION RENO. PLAN	N/A
S/FP2.32	STADIUM ENLARGED THIRD FLOOR (HOME PLATE)- FIRE PROTECTION RENO. PLAN	4/9/2010
FOOD SERVICE		
FS-1	FOOD SERVICE EQUIPMENT PLAN	4/9/2010
FS-2	FOOD SERVICE EQUIPMENT PLAN	4/9/2010
FS-3	FOOD SERVICE EQUIPMENT PLAN	4/9/2010
FS-4	FOOD SERVICE EQUIPMENT PLAN	4/9/2010
FS-5	FOOD SERVICE EQUIPMENT PLAN	4/9/2010
FS-6	FOOD SERVICE SCHEDULE	4/9/2010
FS-7	FOOD SERVICE SCHEDULE	4/9/2010
FS-8	FOOD SERVICE SCHEDULE	4/9/2010
FS-9	FOOD SERVICE SCHEDULE	4/9/2010
FS-10	FOOD SERVICE SCHEDULE	4/9/2010

FS-11	FOOD SERVICE ELECTRICAL PLAN	4/9/2010
FS-12	FOOD SERVICE ELECTRICAL PLAN	4/9/2010
FS-13	FOOD SERVICE ELECTRICAL PLAN	4/9/2010
FS-14	FOOD SERVICE ELECTRICAL PLAN	4/9/2010
FS-15	FOOD SERVICE ELECTRICAL PLAN	4/9/2010
FS-16	FOOD SERVICE PLUMBING PLAN	4/9/2010
FS-17	FOOD SERVICE PLUMBING PLAN	4/9/2010
FS-18	FOOD SERVICE PLUMBING PLAN	4/9/2010
FS-19	FOOD SERVICE PLUMBING PLAN	4/9/2010
FS-20	FOOD SERVICE PLUMBING PLAN	4/9/2010
FS-H1	FOOD SERVICE HOOD DETAILS	4/9/2010
FS-H2	FOOD SERVICE HOOD DETAILS	4/9/2010
AUDIO/VISUAL		
G/AV0.00	GENERAL NOTE AND LEGENDS	4/9/2010
S/GV7.00	SMATV HEADEND DIAGRAM	4/5/2010
S/GV7.01	SMATV SYSTEM DETAILS	4/5/2010
S/GV7.02	SMATV DISTRIBUTION RISER	4/5/2010
S/GV9.01	ACCESS CONTROL FUNCTIONAL DIAGRAM	4/5/2010
S/GV9.02	ACCESS CONTROL SYSTEM DETAILS	4/5/2010
S/GV9.03	ACCESS CONTROL CAMERA POWER SUPPLY RISER	4/5/2010
S/GV9.04	ACCESS CONTROL CAMERA MOUNTING DETAILS	4/5/2010
S/GV9.05	ACCESS CONTROL DETAILS	4/5/2010
S/AV1.01	FIRST FLOOR REFERENCE PLAN	4/9/2010
S/AV2.11	ENLARGED FIRST FLOOR (FIRST BASE)	4/9/2010
S/AV2.12	ENLARGED FIRST FLOOR (HOME PLATE)	4/9/2010
S/AV2.13	ENLARGED FIRST FLOOR (THIRD BASE)	4/9/2010
S/AV2.21	ENLARGED SECOND FLOOR (FIRST BASE)	4/9/2010
S/AV2.22	ENLARGED SECOND FLOOR (HOME PLATE)	4/9/2010
S/AV2.23	ENLARGED SECOND FLOOR (THIRD BASE)	4/9/2010
S/AV2.32	ENLARGED THIRD FLOOR (HOME PLATE)	4/9/2010
S/AV3.01	ENLARGED PLANS	4/9/2010
S/AV6.02	BROADCAST BOX SCHEDULE AND DETAILS	4/9/2010
S/AV6.03	BROADCAST CABLE SYSTEM DETAILS	4/9/2010
S/AV6.04	BROADCAST CABLE SYSTEM PANEL DETAILS	4/9/2010

<b>Clubhouse Drawing List</b>		
		Issue Addendum #1
		(4/30/2010)
C/G0.00	COVER SHEET	4/9/2010
C/G0.01	DRAWING INDEX	4/9/2010
C/G0.02	SYMBOLS AND LEGENDS	4/9/2010
C/G1.01	ADA STANDARDS	4/9/2010
C/G1.02	BUILDING CODE SUMMARY	4/9/2010

C/G2.01	LIFE SAFETY PLANS	4/9/2010
C/G3.01	ARCHITECTURAL SITE PLAN	
CIVIL		
C-01	COVER SHEET	3/24/2010
C-02	AERIAL PHOTOGRAPH	1/27/2010
C-03	EXISTING CONDITIONS PLAN	3/8/2010
C-04	DEMOLITION PLAN	1/27/2010
C-05	MASTER SITE PLAN	1/27/2010
C-05A	PARKING PLAN (NORTH AREA)	1/27/2010
C-06	STORMWATER MANAGEMENT PLAN	3/24/2010
C-07	PAVING, GRADING, AND DRAINAGE DETAILS	3/8/2010
C-07A	PAVING, GRADING, AND DRAINAGE DETAILS	3/24/2010
C-08	GRADING PLAN	3/24/2010
C-08A	GRADING PLAN	3/24/2010
C-09	STORMWATER POLLUTION PREVENTION PLAN	3/8/2010
C-10	MASTER UTILITY PLAN	1/27/2010
C-10A	DETAILED UTILITY PLAN	1/27/2010
C-10B	DETAILED UTILITY PLAN	1/27/2010
C-11	WATER AND SANITARY SEWER DETAILS	1/27/2010
ARCHITECTURAL		
C/A1.01	FIRST FLOOR DEMOLITION PLAN	4/9/2010
C/A1.02	SECOND FLOOR DEMOLITION PLAN	4/9/2010
C/A2.01	FIRST FLOOR REMODELING PLAN	4/9/2010
C/A2.02	SECOND FLOOR REMODELING PLAN	4/9/2010
C/A2.03	FIRST FLOOR DIMENSION PLAN	4/9/2010
C/A2.04	SECOND FLOOR DIMENSION PLAN	4/9/2010
C/A3.01	FIRST FLOOR REFLECTED CEILING PLAN	4/9/2010
C/A3.02	SECOND FLOOR REFLECTED CEILING PLAN	4/9/2010
C/A4.01	UPPER & LOWER ROOF PLAN	4/9/2010
C/A5.01	BUILDING ELEVATIONS	4/9/2010
C/A6.01	BUILDING SECTIONS	4/9/2010
C/A6.02	BUILDING SECTIONS	4/9/2010
C/A7.01	WALL SECTIONS	4/9/2010
C/A7.02	WALL SECTIONS	4/9/2010
C/A7.03	WALL SECTIONS	4/9/2010
C/A7.04	WALL SECTIONS	4/9/2010
C/A7.05	WALL SECTIONS - DETAILS	4/9/2010
C/A7.06	WALL SECTIONS - DETAILS	4/9/2010
C/A7.07	ENLARGED DETAILS	4/9/2010
C/A7.08	ENLARGED DETAILS	4/9/2010
C/A7.09	ENLARGED PROFIL SECTIONS	N/A
C/A8.01	STAIR PLANS AND SECTIONS	4/9/2010
C/A8.02	STAIR PLANS AND SECTIONS	N/A

C/A9.01	PARTITION DETAILS	4/9/2010
C/A9.02	PARTITION DETAILS	4/9/2010
C/A9.03	PARTITION DETAILS	4/9/2010
C/A10.01	ENLARGED PLANS/TOILET ROOMS	4/9/2010
C/A10.02	ENLARGED PLANS/TOILET ROOMS	4/9/2010
C/A10.03	ENLARGED PLANS/VARIOUS SPACES	N/A
C/A11.01	DOOR SCHEDULE	4/9/2010
C/A11.02	DOOR TYPES & DETAILS	4/9/2010
C/A12.01	WINDOW SCHEDULE	4/9/2010
C/A12.02	WINDOW DETAILS	4/9/2010
C/A14.01	BATTING TUNNEL PLANS & DETAILS	4/9/2010
C/A15.01	BATTING TOWER PLANS & DETAILS	4/9/2010
C/A16.01	MAINTENANCE BUILDING PLANS & DETAILS	N/A
C/ID1.01	INTERIOR ROOM FINISH SCHEDULE	4/9/2010
C/ID1.02	INTERIOR ROOM FINISH SCHEDULE	4/9/2010
C/ID2.01	INTERIOR MATERIALS LEGEND	4/9/2010
C/ID2.02	FINISH FLOOR PLAN	N/A
C/ID3.01	INTERIOR ELEVATIONS	4/9/2010
C/ID3.02	INTERIOR ELEVATIONS	4/9/2010
C/ID3.03	INTERIOR ELEVATIONS	4/9/2010
C/ID3.04	INTERIOR ELEVATIONS	4/9/2010
C/ID3.05	INTERIOR ELEVATIONS	N/A
C/ID3.06	INTERIOR ELEVATIONS	
STRUCTURAL		
C/S1.11	STRUCTURAL NOTES	4/9/2010
C/S1.13	WIND PRESSURE DIAGRAM ROOF	4/9/2010
C/S1.14	WIND PRESSURE DIAGRAM ELEVATION	4/9/2010
C/S1.15	BATTING TUNNEL & MAINTENANCE BUILDING WIND DIAGRAMS	4/9/2010
C/S2.11	FOUNDATION AND GROUND FLOOR PLAN - CLUBHOUSE	4/9/2010
C/S2.12	FOUNDATION AND GROUND FLOOR PLAN - BATTING TUNNELS	4/9/2010
C/S2.21	SECOND FLOOR FRAMING PLAN AND LOW ROOF FRAMING PLAN	4/9/2010
C/S2.31	ROOF FRAMING PLAN	4/9/2010
C/S3.11	SCHEDULES	4/9/2010
C/S3.12	SECTION DETAILS	4/9/2010
C/S3.13	SECTION DETAILS	4/9/2010
C/S4.11	FOUNDATION DETAILS	4/9/2010
C/S4.12	FOUNDATION DETAILS	4/9/2010
C/S5.11	MASONRY DETAILS	4/9/2010
C/S6.11	ROOF DETAILS	4/9/2010
C/S6.12	DETAILS	4/9/2010
C/S6.13	DETAILS	4/9/2010
MECHANICAL		
C/M0.10	FIRST FLOOR MECHANICAL DEMOLITION PLAN	4/9/2010

C/M0.20	SECOND FLOOR MECHANICAL DEMOLITION PLAN	4/9/2010
C/M0.30	SECOND FLOOR ROOF LEVEL MECHANICAL DEMOLITION PLAN	4/9/2010
C/M1.10	FIRST FLOOR MECHANICAL EQUIPMENT AND PIPING PLAN	4/9/2010
C/M1.11	BATTING TUNNEL & POOL PIT MECHANICAL PLANS	4/9/2010
C/M1.20	FIRST FLOOR ROOF MECHANICAL EQUIPMENT & PIPING PLAN	4/9/2010
C/M1.30	SECOND FLOOR ROOF MECHANICAL EQUIPMENT & PIPING PLAN	4/9/2010
C/M2.10	PARTIAL FIRST FLOOR MECHANICAL PLAN	4/9/2010
C/M2.11	PARTIAL FIRST FLOOR MECHANICAL PLAN	4/9/2010
C/M2.12	PARTIAL FIRST FLOOR MECHANICAL PLAN	4/9/2010
C/M2.13	PARTIAL FIRST FLOOR MECHANICAL PLAN	4/9/2010
C/M2.20	SECOND FLOOR OFFICE AREA MECHANICAL PLAN	4/9/2010
C/M4.10	MECHANICAL SCHEDULES	4/9/2010
C/M4.20	MECHANICAL NOTES AND DETAILS	4/9/2010
C/M4.30	MECHANICAL PIPING DIAGRAMS & OA CALCULATIONS	4/9/2010
<b>ELECTRICAL</b>		
C/E0.0	PARITAL ELECTRICAL SITE PLAN	4/9/2010
C/E0.1	FIRST FLOOR ELECTRICAL DEMOLITION PLAN	4/9/2010
C/E0.1F	FIRST FLOOR ELECTRICAL FOUNDATION PLAN	4/9/2010
C/E0.2	SECOND FLOOR ELECTRICAL DEMOLITION PLAN	4/9/2010
C/E1.1	FIRST FLOOR LIGHTING PLAN	4/9/2010
C/E1.2	BATTING TUNNEL & MAINTENANCE BUILDING LIGHTING PLAN	4/9/2010
C/E1.3	FIRST FLOOR POWER AND SYSTEMS PLANS	4/9/2010
C/E1.4	BATTING TUNNEL POWER AND SYTEMS PLAN	4/9/2010
C/E1.5	FIRST FLOOR FIRE ALARM PLAN	4/9/2010
C/E2.1	SECOND FLOOR LIGHTING PLAN	4/9/2010
C/E2.2	SECOND FLOOR POWER AND SYSTEMS PLAN	4/9/2010
C/E2.3	SECOND FLOOR FIRE ALARM PLAN	4/9/2010
C/E3.1	ROOF ELECTRICAL PLAN	4/9/2010
C/E4.1	LEGENDS, NOTES, AND DETAILS	4/9/2010
C/E5.1	SCHEDULES	4/9/2010
C/E5.2	LIGHTING FIXTURE & CONTROL SCHEDULE DETAILS, & NOTES	4/9/2010
C/E6.1	RISERS	4/9/2010
<b>PLUMBING</b>		
C/P0.1	FIRST FLOOR PLUMBING DEMOLITION PLAN	
C/P0.2	SECOND FLOOR PLUMBING DEMOLITION PLAN	
C/P1.1	FIRST FLOOR PLUMBING PLAN	4/9/2010
C/P1.2	SECOND FLOOR PLUMBING PLAN	4/9/2010
C/P1.3	ROOF PLUMBING PLAN	4/9/2010
C/P2.1	PARTIAL FIRST FLOOR WATER & GAS PIPING (NORTHEAST)	4/9/2010
C/P2.2	PARTIAL FIRST FLOOR WATER & GAS PIPING (SOUTHEAST)	4/9/2010
C/P2.3	PARTIAL FIRST FLOOR WATER & GAS PIPING (NORHTWEST)	4/9/2010

C/P2.4	PARTIAL FIRST FLOOR WATER & GAS PIPING (SOUTHWEST)	4/9/2010
C/P2.5	PARTIAL SECOND FLOOR WATER PIPING PLANS	4/9/2010
C/P2.6	ROOF GAS PIPING PLAN	4/9/2010
C/P2.7	GAS RISER	4/9/2010
C/P2.8	MAINTENANCE BUILDING WATER PIPING PLAN	4/9/2010
C/P3.1	PLUMBING NOTES & SCHEDULES	4/9/2010
C/P4.1	PLUMBING ISOMETRICS	4/9/2010
C/P4.2	PLUMBING ISOMETRICS	4/9/2010
C/P4.3	STORM RISERS	4/9/2010
C/P4.4	STORM RISERS	4/9/2010
C/P4.5	CONDENSATE RISERS	4/9/2010
C/P5.1	PLUMBING DETAILS	4/9/2010
FIRE PROTECTION		
C/F0.0	FIRE SPRINKLER SITE PLAN	4/9/2010
C/F0.10	FIRST FLOOR SPRINKLER DEMOLITION PLAN	4/9/2010
C/F0.20	SECOND FLOOR SPRINKLER DEMOLITON PLAN	4/9/2010
C/F1.10	FIRST FLOOR FIRE SPRINKLER PLAN	4/9/2010
C/F1.20	SECOND FLOOR FIRE SPRINKLER PLAN	4/9/2010
C/F2.00	FIRST SPRINKLER SECTION PLANS FS.1	N/A
C/F2.10	FIRE SPRINKLER SECTION PLAN FS.2	4/9/2010
C/F3.0	FIRE SPRINKLER SCHEDULE	4/9/2010
C/F3.1	FIRE SPRINKLER DETAIL	4/9/2010
FOOD SERVICE		
C/FS-1	FOOD SERVICE EQUIPMENT PLAN	4/9/2010
C/FS-2	FOOD SERVICE SCHEDULE	4/9/2010
C/FS-3	FOOD SERVICE ELECTRICAL PLAN	4/9/2010
C/FS-4	FOOD SERVICE PLUMBING PLAN	4/9/2010
C/FS-5	FOOD SERVICE WALL BACKING PLAN	4/9/2010
C/FS-6	FOOD SERVICE FLOOR RECESS PLAN	4/9/2010
C/FS-H1	FOOD SERVICE HOOD DETAILS	4/9/2010
C/FS-H2	FOOD SERVICE HOOD DETAILS	4/9/2010
AUDIO/VISUAL		
C/GV0.00	GENERAL NOTE AND LEGENDS	4/9/2010
C/AV2.01	FIRST FLOOR PLAN	4/5/2010
C/AV2.02	SECOND FLOOR PLAN	4/5/2010
C/GV7.00	SMATV HEADEND DIAGRAM	4/5/2010
C/GV7.01	SMATV SYSTEM DETAILS	4/5/2010
C/GV7.02	SMATV DISTRIBUTION RISER	4/5/2010
C/GV9.01	ACCESS CONTROL FUNCTIONAL DIAGRAM	4/5/2010
C/GV9.02	ACCESS CONTROL SYSTEM DETAILS	4/5/2010
C/GV9.03	ACCESS CONTROL CAMERA POWER SUPPLY RISER	4/5/2010
C/GV9.04	ACCESS CONTROL CAMERA MOUNTING DETAILS	4/5/2010
C/GV9.05	ACCESS CONTROL DETAILS	4/5/2010



Description	Orig Dur	Early Start	Early Finish	2011												
				MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
<b>Notable Milestones</b>																
Deliver GMP	0		14MAY10 *	◆ Deliver GMP												
Select CM at Risk	0		20MAY10 *	◆ Select CM at Risk												
Negotiate GMP	7d	21MAY10 *	31MAY10	◆ Negotiate GMP												
Issue NTP for Construction	0		31MAY10 *	◆ Issue NTP for Construction												
Begin On-Site Construction Activities	0	01JUN10 *		◆ Begin On-Site Construction Activities												
County Deliver Asbestos Survey	0		04JUN10 *	◆ County Deliver Asbestos Survey												
County Deliver Site Survey	0		04JUN10 *	◆ County Deliver Site Survey												
Issue Demolition Permit	0		10JUN10 *	◆ Issue Demolition Permit												
Issue Foundation Permit	0		10JUN10 *	◆ Issue Foundation Permit												
Environmental/Regulatory Permitting	0		15JUN10 *	◆ Environmental/Regulatory Permitting												
Building Permit Available	0		22JUN10 *	◆ Building Permit Available												
Color Pallet Created and Approved	0		01JUL10 *	◆ Color Pallet Created and Approved												
CM Submit VE Options	0		14JUL10	◆ CM Submit VE Options												
Owner Approve/Decline VE Options	10d	15JUL10	28JUL10	◆ Owner Approve/Decline VE Options												
Major League Practice Fields Ready	0		01FEB11 *	◆ Major League Practice Fields Ready												
Owner Occupancy	0		15FEB11 *	◆ Owner Occupancy												
Stadium Construction Complete	0		15FEB11 *	◆ Stadium Construction Complete												
<b>Design &amp; Procurement Phase</b>																
Building Permit Review	20d	23JUN10	22JUL10	◆ Building Permit Review												
Design Coordination Review "Red-Check"	4d	30JUN10	06JUL10	◆ Design Coordination Review "Red-Check"												
<b>Procurement Phase</b>																
Subcontractor Contracting Period	25d	01JUN10	07JUL10	◆ Subcontractor Contracting Period												
Create, Submit & Approve Structural Steel Shops	30d	06JUN10	21JUL10	◆ Create, Submit & Approve Structural Steel Shops												
Submit and Approve Signage Shop Drawings	30d	22JUN10	04AUG10	◆ Submit and Approve Signage Shop Drawings												
Submit and Approve Stadium Chairs	22d	08JUL10	06AUG10	◆ Submit and Approve Stadium Chairs												
Fabricate and Deliver Elevators	100d	06JUL10	29NOV10	◆ Fabricate and Deliver Elevators												
Ed Smith Stadium Complex Stadium Renovations EXHIBIT C																



Description	Orig Dur	Early Start	Early Finish	2011														
				JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
Interior Build-Out at Hm.Tower 3rd Fl	85d	18OCT10	04FEB11															Interior Build-Out at Hm.Tower 3rd Fl
Install Concrete Tile Roofing	80d	18OCT10	10FEB11															Install Concrete Tile Roofing
Interior Build-Out 2A, B, C, F, G	85d	23OCT10	10FEB11															Interior Build-Out 2A, B, C, F, G
Install Flat Roofs Dry In	22d	27OCT10	24NOV10															Install Flat Roofs Dry In
Create New Grand Entry Plaza	60d	29OCT10	26JAN11															Create New Grand Entry Plaza
Install New Perimeter and Security Fencing	40d	29OCT10	28DEC10															Install New Perimeter and Security Fencing
Install New Landscape	35d	29OCT10	20DEC10															Install New Landscape
Install New Glazing Systems	30d	04NOV10	17DEC10															Install New Glazing Systems
Interior Build-Out Concourse 2D	70d	04NOV10	04FEB11															Interior Build-Out Concourse 2D
Install Mansard Joists	35d	09NOV10	28DEC10															Install Mansard Joists
Erect Sunshading Elements	40d	17NOV10	18JAN11															Erect Sunshading Elements
Install Signage	44d	19NOV10	25JAN11															Install Signage
Install Stadium Chairs	50d	23NOV10	04FEB11															Install Stadium Chairs
Rework Outfield Fence Line	20d	21DEC10	19JAN11															Rework Outfield Fence Line
Final Clean & Punch	20d	18JAN11	14FEB11															Final Clean & Punch
Major League Practice Fields																		
Demolish Northwest Practice Field	10d	08JUN10	21JUN10															Demolish Northwest Practice Field
Existing Practice Field Reconfiguration	140d	24JUN10	14JAN11															Existing Practice Field Reconfiguration
Rework, Repair/Replace Fencing	50d	23JUL10	01OCT10															Rework, Repair/Replace Fencing
Renovate Observation Tower	70d	25AUG10	03DEC10															Renovate Observation Tower
Install New Site Amenities, Bleachers, Hardscape	70d	27SEP10	06JAN11															Install New Site Amenities, Bleachers, Hardscape
Install New Dugouts, Mounds, Etc	30d	16NOV10	30DEC10															Install New Dugouts, Mounds, Etc
Install New Landscape	15d	22DEC10	13JAN11															Install New Landscape

**EXHIBIT D  
KEY PERSONNEL**

Person In Position	Position/Title	Time Commitment
John Cook	Contract Manager	Part Time
Mark Mcckasky	Sr. Project Manager	Full Time
Matt Lethbridge	Asst. Project Manager	Full Time
Jason Martin	Project Engineer	Full Time
Greg Price	Project Superintendent	Part Time
Terry Tennant	Cost Control	Part Time
Fran Bourque	Scheduler	Part Time
John Reich, Jr.	Estimator (Buyout)	Part Time
Greg Thompson	Regional Safety Mgr	Part Time
Dick Kelly	Superintendent	Full Time
Ricki Robinson	Superintendent	Part Time

**EXHIBIT E**  
**CM AT RISK'S SERVICES**

This Exhibit contains a list of contract provisions applicable to the Project. This list is not exclusive, and is subject to modification at the discretion of the COUNTY and the Orioles.

The cost for performing the tasks and services of the CM at Risk contained herein shall be included in the GMP, unless specifically stated with particularity to the contrary.

- I. The services to be rendered by the CM at Risk shall commence upon the CM at Risk's receipt of the written notice to proceed from the COUNTY'S Administrative Agent. Within five (5) calendar days after issuance of the notice to proceed, the CM at Risk shall commence Work in accordance with the Project Schedule approved by the Representatives. This Project Schedule shall also include the calendar dates for the delivery or completion of all documents, reports, or other data, as required by this Agreement.
- II. The CM at Risk agrees to provide to the Representatives and the COUNTY'S Administrative Agent, twice monthly written progress reports concerning the status of the Project. The COUNTY'S Administrative Agent may reasonably determine the format for this progress report. The Representatives shall be entitled at all times to be advised of in writing, the status of work to be performed by the CM at Risk.
- III. The CM at Risk shall maintain an adequate and competent construction management staff and may associate with other qualified firms for the purpose of rendering services hereunder, without additional cost (as long as part of the GMP) to the COUNTY and upon prior approval by the COUNTY'S Administrative Agent and the Orioles. The CM at Risk, however, shall not sublet, assign or transfer its work under this Agreement except as provided in Article 10 of the Agreement.
- IV. Lines of Authority
  - A. Organizational Chart: The CM at Risk shall establish and maintain lines of authority for its personnel and shall provide an organizational chart depicting those relationships and responsibilities to the Representatives and all other impacted parties such as code inspectors, Trade Contractors and the Architect.
  - B. The CM at Risk shall provide the Representatives and all Trade Contractors with bid package definitions for the construction of the Project, containing beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to Trade Contractors and suppliers. It shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and

the relationships of the CM at Risk's work to the work of its Trade Contractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule.

- C. The CM at Risk shall submit an updated Project Schedule with each month's pay application. Project Schedule updates do not become incorporated into this Agreement until approved in writing by the Representatives. The CM at Risk, at his discretion or as requested by the Representatives, may submit Project Schedule updates for consideration by the Representatives more frequently than monthly. Additionally, upon identifying an event or occurrence with the potential to impact the Project Schedule, the CM at Risk shall prepare an updated Project Schedule reflecting the possible impact(s) and shall submit the updated Project Schedule to the Representatives for consideration within ten (10) days of the identification of said event or occurrence. Notwithstanding the foregoing, the CM at Risk represents and warrants that the Project shall be completed by the dates contained in the Project Schedule and the Project Schedule may only be extended by the Representatives in accordance with the terms and conditions of this Agreement.
  - D. The Project Schedule shall include all major sequences of the construction work, material supplies, long lead procurement, Architect's approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The CM at Risk shall hold job-site meetings at least once each week with the Project Team and at least once each week with the Trade Contractors and the Architect, or more frequently as required by work progress, to review progress, discuss problems and their solutions, and coordinate future work with all Trade Contractors.
  - E. Upon acceptance and written approval by the Representatives of an updated Project Schedule, all prior approved Project Schedules shall be deemed superseded and shall not provide a basis for any claims of delay made by the CM at Risk.
  - F. Notwithstanding anything to the contrary contained herein, the CM at Risk shall have complete discretion, control, management over and responsibility for the logic of the Project Schedule and the sequence of the work within the Project Schedule.
- V. Solicitation of Bids after Agreement Execution for Trades Not Previously Identified and Accepted in the GMP:
- A. The firms listed on Exhibit E-1, Trade Contractors, attached to and made a part of this Agreement, shall be deemed Trade Contractors and shall be required by the CM at Risk to provide the services each was identified as providing in the Proposal, for the duration of the Project or for the full duration

of the assigned task(s) as appropriate, or as otherwise approved by the Representatives.

- B. The CM at Risk shall prepare invitations for bids (or Requests For Proposal, when applicable) for the Project or any portions or phases thereof not previously identified and accepted in the GMP, unless otherwise directed by the Representatives or as otherwise provided in the MOU.
- C. As part of such preparation, the CM at Risk shall review the Construction Documents prepared by the Architect. CM at Risk shall promptly bring to the attention of the Representatives, in written form, any ambiguities, discrepancies, conflicts or lack of clarity of language, use of overly restrictive requirements and any other defects in the specifications or in the drawings known (or which should be known) by the CM at Risk. The CM at Risk shall, prior to release of the bid packages, confirm that the plans and specifications are fully coordinated and shall so certify to the Representatives.
- D. For each separate phase of the work, the CM at Risk may conduct a pre-bid conference with prospective bidders, the Architect and the Representatives. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the CM at Risk shall transmit these to the Architect and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document and issue same to all of the prospective bidders.
- E. The CM at Risk shall keep costs as low as possible through aggressive use of competitive bidding procedures for all work. The CM at Risk will direct a well-coordinated procedure for all bid packages, and, unless otherwise directed by the Representatives or provided for in the MOU, will obtain a minimum of three verbal quotations which accurately reflect current market pricing for all packages with an estimated value over \$3,000 and under \$10,000, and a minimum of three written quotations which accurately reflect current market pricing for those packages with an estimated value over \$10,000.
- F. The CM at Risk, immediately following execution of this Agreement, shall create and establish a publicly-accessible website ("Website"), at which advertisements for Trade Contractor bid requests will be posted. The CM at Risk shall place an advertisement in a newspaper of general circulation, to publish weekly as long as bid packages are to be procured during the duration of the Project, inviting interested Trade Contractors to visit the Website to view currently-available bid opportunities. For procurements estimated to exceed \$50,000, CM at Risk shall, unless otherwise directed by the Representatives or provided for in the MOU, post the title, scope and due date of each bid request on the Website not later than three (3) business days preceding the advertised bid due date for the specified procurement, or as otherwise directed by the Representatives or provided for in the MOU.

- G. CM at Risk will assist the Architect to ensure that completed bid documents used in conjunction with contract formats establish binding obligations for full performance through lump sum and unit pricing bidding within the framework of the GMP.
- H. Long-Lead Items: The CM at Risk shall provide to the Representatives a schedule for procurement of long lead-time items, which will constitute part of the Work as required to meet the Project Schedule. The CM at Risk shall identify all items that are recommended to be procured through the County's procurement process. The COUNTY may, at its discretion, purchase such long lead-time items directly. In the event the COUNTY, in consultation with the Representatives, elects to direct-purchase any long lead-time items, it shall issue a Purchase Order for such items, however CM at Risk shall retain all responsibility for subsequent coordination with suppliers and manufacturers. CM at Risk shall certify to COUNTY in writing that materials are received in compliance with the Purchase Order. In the event COUNTY elects to make such purchases, it shall not warrant either: (i) delivery of such items according to the Project Schedule or (ii) the adequacy of such items for Project use.

#### VI. QUALITY CONTROL/QUALITY ASSURANCE

- A. The CM at Risk shall develop and maintain a written quality control/quality assurance program, acceptable to the Representatives and the COUNTY'S Administrative Agent, to ensure that the quality specified in the Construction Documents is reflected in the actual construction of the Project. It shall supervise the work of all Trade Contractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and it shall continue to exert its influence and control over each Trade Contractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the CM at Risk and Architect over acceptability of work and conformance with the requirements of the specifications and plans, the COUNTY's Administrative Agent, in conjunction with the Orioles, shall be the final judge of performance and acceptability.
- B. The CM at Risk shall receive copies of all claims or reports issued by the Architect or his consultants relative to the performance or acceptability of work.
- C. The CM at Risk shall be responsible and accountable for the quality control of the work. The CM at Risk shall perform the Work in accordance with the best industry practices and employ only first-class workmanship and materials.

#### VII. Trade Contractor Interfacing - The CM at Risk shall:

- A. Enter the contracts with the Trade Contractors, subject to approval by the Representatives. Be the single point of contact between the Representatives



and Trade Contractors for the Project.

- B. Negotiate all Change Orders, requests for proposed change orders and Requests For Proposal with all affected Trade Contractors.
- C. Review the costs of those proposals and advise the Representatives of their validity and reasonableness, acting in the COUNTY'S and the Orioles' best interest, prior to requesting approval of each Change Order. Subject to the terms of Section XV, before any work is begun on any Change Order, a written authorization from the Representatives and the COUNTY's Administrative Agent must be issued. No Change Order will be initiated or approved by the COUNTY's Representative and no authorization will be issued by the COUNTY's Administrative Agent unless each Change Order is directed and approved by the Orioles' Representative. When health and safety are threatened, the CM at Risk shall act immediately to remove the threat to health and safety.
- D. Carefully review and check all shop drawings and forward the same to the Architect for review and action. The Architect will transmit within seven (7) calendar days shop drawings back to the CM at Risk, unless otherwise directed by the Representatives, and the CM at Risk shall issue the shop drawings to the affected Trade Contractor for fabrication or revision. Maintain a control system to promote expeditious handling of shop drawings.
- E. Request the Architect to make interpretations of the drawings or specifications requested of it by the Trade Contractors and shall maintain a control system to promote timely response.
- F. Advise the Representatives and the Architect when timely response is required or has not been provided on any of the above, so as not to impact the Project Schedule. The Representatives will use reasonable efforts to effect a timely response from the Architect in written form when necessary.

#### VIII. PERMITTING

- A. The CM at Risk shall secure all necessary building permits, and shall ensure that all Trade Contractor permits are obtained, in a timely manner from the governmental authority having jurisdiction and all necessary utility connection permits, the cost of which will be included in the Guaranteed Maximum Price. Any permit fees and any associated costs shall be included in the GMP.
- B. The CM at Risk shall obtain all applicable permits related to site development and utilization, including all permits for sewage collection and treatment, water supply treatment and distribution and site drainage, and environmental and hazardous materials, in a timely manner and any associated costs shall be included in the GMP.
- C. The CM at Risk shall be required to apply as the Operator for the Notice of

Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, and shall be responsible for any fees associated therewith.

D. The CM at Risk shall be required to obtain all Certificates of Occupancy.

IX. GENERAL RESPONSIBILITIES – The CM at Risk shall have general responsibility for the functions set forth below and, unless specifically provided otherwise, the costs for performing these tasks shall be included in the GMP:

A. Maintain a log of daily activities, including manpower records, weather events, major decisions, and the like

B. Maintain a roster of companies on the Project with names and telephone numbers of key personnel and provide a method of identifying workmen on site

C. Establish procedures to assure compliance with federal and state immigration laws (if any) applicable to employment of non US citizens.

D. Establish and enforce job rules governing dress, parking, clean-up, use of facilities and worker discipline

E. Provide reasonable labor relations management for a harmonious, productive Project

F. Provide a general safety program for the Project to meet OSHA requirements, including any corresponding safety and health requirements established by state and local authorities. The CM at Risk shall provide prompt notice and comply with all applicable laws in connection with all safety of persons and property, damage, injury or loss and take prompt action. The County and the Orioles assume no responsibility or liability for the physical condition or safety of the Site or any improvements located on the Site.

G. Monitor compliance for Trade Contractors without relieving them of responsibilities to perform work in accordance with the CM at Risk's Environment, Health and Safety (EH &S) Program. The CM at Risk may, with the permission of the Representatives and the COUNTY's Administrative Agent, delegate responsibility for safety implementation and safety functions including the obligations hereunder to Trade Contractors performing construction work and who are responsible for directly creating, controlling and correcting conditions at the work site. The Project shall conform to the CM at Risk Global Minimum Requirements for EH & S Program, if applicable

H. Provide and administer a written Quality Assurance Program

- I. Provide for engineering layout of the entire Project to ensure dimensional and elevation controls. Such engineering layout will be done from control axis and established benchmarks by a professional surveyor approved by the Representatives.
  - J. Provide for first aid services for the Project to the extent appropriate
  - K. Arrange for temporary fire protection during construction
  - L. Project Signs - Arrange for all necessary Project signs required for identification, direction or control. The layout, need and location of all signs must be reasonably approved by the Representatives and prepared by a professional sign maker. Trade Contractors shall install no signs unless otherwise directed by the CM at Risk. CM at Risk shall not display any advertising signs without the prior approval of the Representatives.
  - M. Provide on-site office that supports the efforts of the CM at Risk and the Project administrative activities of the Representatives
  - N. Timely communicate the Project construction schedule with neighboring affected parties, including information regarding traffic impacts and construction noise
  - O. Maintain, stay current with, and review, all environmental studies, reports and documents relating to the Site, issued by any governmental agency and/or its consultants and any Project Team participant.
  - P. Report of accidents occurring on the Project site within 24 hours after the CM at Risk learns of such accident. Such report shall contain all known details and other information that the County, the Representatives or any insurer may request.
- X. ADMINISTRATIVE SERVICES - The CM at Risk shall provide job-site administrative functions during construction to assure proper documentation, including but not limited to such activities as the following, and, unless specifically provided otherwise, the costs for performing these tasks shall be included in the GMP:
- A. Job Meetings - Hold regular progress and coordination meetings. Implement procedures and assure timely submittals, expedite review, processing approvals and return of shop drawings as dictated by Architect, samples, and the like. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocations, etc. Review and coordinate each Trade Contractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements. Use the job-site meeting as a tool for pre-planning of work and enforcing schedules and for establishing procedures, responsibilities and identification of authority for all to clearly understand. Identify party or parties responsible for follow-up on any problems, delay items or questions and record course for solution. Revisit each pending item at each

subsequent meeting until resolution is achieved.

- B. Drawing Submittal/Approvals - Provide staff to review shop drawings and to implement procedures for submittal and transmittal to the Architect of such drawings for action and closely monitor their submittal and approval process. CM at Risk shall verify all grades and dimensions prior to execution of any particular item of the Work. Whenever inaccuracies or discrepancies are found, the CM at Risk shall consult with the Architect and the Representatives.
- C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all Trade Contractors.
- D. Payments to Trade Contractors - Develop and implement a procedure for review, processing and payment of applications, including releases of liens and claims, by Trade Contractors for progress and final payments.
- E. Document Interpretation - Refer to the Architect all questions for interpretation of the documents prepared by the Architect.
- F. Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the Representatives and the Architect including information on the Trade Contractors' work, and the percentage of completion. Keep a daily log available to the Project Team and the Permitting Authority inspectors.
- G. Trade Contractors' Progress - Prepare periodic lists for Trade Contractors' work including unsatisfactory or incomplete items and schedules for their completions.
- H. Start-up - Prior to Substantial Completion, conduct with the Representatives, a direct checkout of utilities, operation of systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.
- I. Prior to Final Completion - All required guarantees, affidavits, releases, bonds and waivers, operation manuals, record drawings and maintenance books shall be transmitted to the Representatives and the COUNTY's Administrative Agent via the Architect.
- J. Final Completion - Monitor the Trade Contractors' performance on the completion of the Project and provide notice to the Project Team that the work is ready for final inspection after the completion of the CM at Risk punch list and the Architect punch list and the Representatives' punch list.
- K. Record Drawings - The CM at Risk shall monitor the progress of its Trade Contractors on marked-up field prints at the completion of the Project, which shall be sent to the Architect for review prior to preparation of the final as-built record drawings on AutoCAD files by the Architect. Said as-built drawings shall

be a direct cost item as part of the GMP of the CM at Risk. Updating record drawings will be a condition precedent to the monthly payments of the CM at Risk and the Trade Contractors. The Representatives and the Architect will monitor the status of the updated drawings. The CM at Risk will write this requirement for record drawings into the Trade Contracts.

- L. Threshold Inspections - The CM at Risk shall be responsible for facilitating and managing the process of compliance with all requirements of the Florida Building Codes Act, Section 553.70 et. seq., Florida Statutes. The cost for all threshold inspections required pursuant to the Florida Building Codes Act shall be included in the GMP.
- M. Physical Testing - Physical testing, according to industry standards applicable to construction of facilities comparable to the Project, will be contracted for by the CM at Risk.
- N. ADMINISTRATIVE RECORDS -The CM at Risk will maintain on a current basis, files and records including, but not limited to those set forth herein below, and, unless specifically provided otherwise, the costs for performing these tasks shall be included in the GMP:
  - 1. Contracts or purchase orders
  - 2. Shop drawing submittal/approval logs
  - 3. Equipment purchase/delivery logs
  - 4. Construction drawings and specifications with addenda
  - 5. Warranties and guarantees
  - 6. Correspondences
  - 7. Other material project related information
  - 8. Cost accounting - The CM at Risk will maintain on a current basis, files and records to include, but not limited to, those items set forth herein below. Such files and records will be maintained at the job-site. The Project records shall be available at reasonable times or on an as-needed basis to the Representatives and the Architect for reference or review.
    - i. Trade contracts
    - ii. Labor costs, if applicable
    - iii. Material costs
    - iv. Equipment costs

- v. Cost proposal requests
- vi. Force account records
- vii. Payment request records (and invoices)
- viii. Meeting minutes
- ix. Cost estimates
- x. Bulletin quotations
- xi. Lab test reports
- xii. Insurance certificates and bonds
- xiii. Contract changes
- xiv. Purchase orders
- xv. Material purchase delivery logs
- xvi. Technical standards
- xvii. As-Built marked prints
- xviii. Operating & maintenance instruction
- xix. Daily progress reports
- xx. Monthly progress reports
- xxi. Correspondence files
- xxii. Transmittal records
- xxiii. Inspection reports
- xxiv. Bid/Award information
- xxv. Bid analysis and negotiations
- xxvi. Punch lists
- xxvii. PMIS schedule and updates
- xxviii. Control files of outstanding requirements

- xxix. Project manual
- xxx. CM at Risk contingency Report
- xxxi. Safety records

- O. The CM at Risk shall provide consultation and project management to facilitate occupancy and provide transitional services to get the work, as completed by the Trade Contractors, in such conditions as will satisfy operational requirements.
- P. The CM at Risk shall require the Trade Contractors to provide operational training on equipment to be used in the Project.
- Q. The CM at Risk shall conduct the preliminary punch list inspection and supervise the Trade Contractors in the completion of all punch list work prior to notifying the Architect to perform its punch list work with occupancy.
- R. The CM at Risk shall catalog operational and maintenance requirements of equipment to be operated by the COUNTY'S and/or the Orioles' maintenance personnel, and convey these to the Representatives in such a manner as to promote their usability.
- S. The CM at Risk shall secure required guarantees and warranties (including, but not limited to manufacturer's warranties), assemble and deliver to the Representatives in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- T. The CM at Risk shall keep at the construction site a complete set of record drawings. Each Trade Contractor shall have completed the record drawings comments on these documents, along with the CM at Risk's comments to record for each pay request period the actual conditions as they have been installed in the field. No pay request will be approved unless both the schedule and the record drawings are updated for review by the Representatives.
- U. At all times, the CM at Risk shall provide the Architect and the Representatives, easy and safe access to the Project construction Site(s) wherever it is in preparation and progress so Architect and Representatives may perform their functions. CM at Risk shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and not unreasonably encumber the Site with any materials or equipment. CM at Risk shall conform at all times to the COUNTY's and the Orioles' requirements for protection of plant, materials, equipment, and noise levels. CM at Risk shall keep driveways and entrances serving the Site clear and available to the COUNTY and the Orioles, and emergency vehicles at all times, and will not use these areas for parking or storage of materials.

## XI. WARRANTY

- A. Where any work is performed by Trade Contractors under contract with the CM at Risk, the CM at Risk and the Trade Contractors respectively shall warrant that all materials and as approved by the Architect, furnished under the contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- B. The CM at Risk further agrees to have all Work found by the COUNTY or the Orioles to be defective in material or workmanship and not in conformance with the Construction Documents corrected by the appropriate Trade Contractor for a period of two (2) years from the date of Substantial Completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications. The CM at Risk shall collect and deliver to the COUNTY'S Administrative Agent, with copies to the Representatives, any written warranties given by others as required by the Construction Documents. Also, the CM at Risk shall conduct, jointly with the Representatives and the Architect, a warranty inspection nine (9) months after the date of Final Completion of the Project and corrective action shall promptly be accomplished by the CM at Risk. The management of all warranty work is included in the GMP.

## XII. ADMINISTRATIVE RESPONSIBILITIES OF COUNTY

- A. The COUNTY'S Administrative Agent shall have the responsibilities outlined in Article 1, Section III of the Agreement.
- B. The Representatives shall conduct periodic reviews of the work of the CM at Risk necessary for the completion of the CM at Risk's services during the period of this Agreement and may make recommendations that the County make other COUNTY personnel available, where required and necessary to assist the CM at Risk. The availability and necessity of said COUNTY personnel to assist the CM at Risk shall be determined solely within the discretion of the COUNTY'S Administrative Agent.
- C. If the Representatives reasonably determine that the critical path of the Work is behind schedule, the County shall have the right, but not the obligation, to order the CM at Risk to take corrective measures necessary to expedite the progress of construction, including, without limitation, (a) working additional shifts or overtime (ii) supplying additional labor, equipment and/or facilities, (iii) or other measures. The CM at Risk shall not be entitled to an adjustment



in the GMP in connection with the foregoing, except to the extent that the measures are required due to delay for which the CM at Risk is determined by the Representatives to be entitled to an extension of time pursuant to Section XXIII.

- D. The Board of County Commission's approval will be required for Change Orders to the extent set forth in, and consistent with the intent of, the MOU. For all other changes, the COUNTY'S Administrative Agent, the Orioles and the CM at Risk shall agree in writing to the change. No change, including but not limited to, a change in the GMP or change in the scope of services, or any increase in the compensation for CM at Risk's services will be initiated or approved by the COUNTY's Representative, and no authorization will be issued by the COUNTY'S Administrative Agent, unless each change is directed and approved by the Orioles' Representative.

### XIII. TRADE CONTRACTS

- A. The CM at Risk shall request and receive proposals from Trade Contractors and suppliers and will award those contracts after the Representatives and the CM at Risk have reviewed each proposal, unless otherwise directed by the Representatives. The Representatives retain the right to disapprove the award of a Trade Contractor to any specific bidder if such award would be, in the Representatives' judgment, prejudicial to the best interests of the Project.
- B. All Trade Contracts and supply contracts will be between the CM at Risk and the Trade Contractors and suppliers. The form of the Trade Contracts, including the general conditions, shall be included in the Construction Documents and shall be reasonably satisfactory to the County and the Orioles. Approval of the trade contract shall not be unreasonably withheld by the COUNTY'S Administrative Agent.
- C. The CM at Risk shall include in all contracts with Trade Contractors and lower-tier subcontractors (lower-tier subcontractors being defined as sub- or sub-subcontractors, sub- or sub-subconsultants, or professionals hired by a Trade Contractor employed by the CM at Risk, for work on the Project) the following provisions:
  - 1. "The TRADE CONTRACTOR [or lower-tier subcontractor] shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the TRADE CONTRACTOR [or lower-tier subcontractor] and persons employed or utilized by the TRADE CONTRACTOR [or lower-tier subcontractor] in the performance of this Agreement."

2. "The TRADE CONTRACTOR [ or lower-tier subcontractor] shall indemnify and hold harmless the Orioles, and its officers, partners, employees, representatives and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the TRADE CONTRACTOR [or lower-tier subcontractor] and persons employed or utilized by the TRADE CONTRACTOR [or lower-tier subcontractor] in the performance of this Agreement.

Further, the TRADE CONTRACTOR [or lower-tier subcontractor] shall indemnify, defend and hold harmless the Orioles, and its officers, partners, employees, representatives and agents from and against any and all claims, liabilities, damages, losses, and costs, expenses (including but not limited to, reasonable attorneys' fees), proceedings, fines, penalties, causes of action or the like , to the extent caused by (i) TRADE CONTRACTOR'S breach of this Agreement, including but not limited to, in connection with the acts or omissions of the TRADE CONTRACTOR [or lower-tier subcontractor] and persons employed or utilized by the TRADE CONTRACTOR [or lower-tier subcontractor] (ii) the performance of the Work, or any other work in or around the Site by the TRADE CONTRACTOR or persons employed or utilized by the TRADE CONTRACTOR, (iii) the breach of any obligation to be performed by the TRADE CONTRACTOR [or lower-tier subcontractor] and (iv) any misrepresentation made by the TRADE CONTRACTOR [or lower-tier subcontractor]. This indemnity shall survive the termination or expiration of this Agreement."

- D. By an appropriate written Trade Contract, the CM at Risk shall require each Trade Contractor to be bound to the CM at Risk by the terms of this Agreement, to the extent of the work to be performed by the Trade Contractor, and to assume toward the CM at Risk all the obligations and responsibilities which the CM at Risk by this Agreement assumes toward the COUNTY and the Orioles. Said Trade Contracts shall preserve and protect the rights of the COUNTY and the Orioles with respect to the work to be performed by the Trade Contractor so that the contracting thereof will not prejudice such rights. The CM at Risk shall require each Trade Contractor to enter into similar contracts with its trade sub-contractors.
- E. Nothing contained in this Agreement or any or all of CM at Risk's contracts with its Trade Contractors or lower-tier subcontractors shall create any contractual obligations on behalf of the COUNTY or the Orioles, and any third party. However, the Parties understand and agree that the COUNTY and the Orioles are intended third-party beneficiaries of all of CM at Risk's Trade Contracts and subcontracts. CM at Risk shall require that all of its contracts with its Trade Contractors or lower-tier subcontractors expressly provide for the COUNTY and the Orioles to be intended third-party beneficiaries of such contracts so as to enable COUNTY to maintain a cause of action directly against such Trade Contractors or lower-tier subcontractors as necessary

for any errors and omissions related to this Project. CM at Risk shall provide evidence of such contractual provisions to COUNTY and the Orioles upon request, and CM at Risk agrees not to modify such provisions.

- F. It shall be the responsibility of the CM at Risk to have the appropriate Trade Contractor remove and replace any work or materials found to be defective, without additional cost to the COUNTY or the Orioles. If the Architect, the Representatives, the County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not otherwise included hereunder, the Architect will, upon written authorization from the Representatives, instruct the CM at Risk to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the CM at Risk 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 CM at Risk's expense and shall be separate from the GMP.
- G. The County reserves the right to require the CM at Risk to assign any Trade Contractor agreement to the County in the event of a termination of this Agreement by the County.
- H. The County reserves the right to perform construction or operations related to the Project with the County's and/or the Orioles own forces, and/or to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

#### XIV. SUBSTANTIAL COMPLETION AND OCCUPANCY

- A. The Substantial Completion date shall be agreed to by the CM at Risk and the Representatives and set forth in the Project Schedule which is attached hereto as an exhibit to this Agreement. The CM at Risk shall notify the Architect and the Representatives when the Project is ready for Substantial Completion inspection. The Architect and the Representatives shall inspect the Project jointly to ascertain if the Project is substantially complete. If the Project is determined to be substantially complete by the Architect and the Representatives, the Architect shall prepare a Certificate of Substantial Completion to be approved by the Representatives and executed by the COUNTY's Administrative Agent. At the time of the substantial completion inspection for the Project, the CM at Risk shall provide to the Representatives a listing of Project deficiencies which must be remedied in order to attain final completion. The Representatives shall promptly review said listing and provide comments as to the completeness of the listing. Concurrently, the CM at Risk shall take action to remedy the deficiencies noted in this listing and as amended by the comments of the Representatives. The CM at Risk shall have ninety (90) calendar days from the date of issuance of the Certificate of Substantial Completion of the Project within which to remedy the deficiencies and obtain Final Completion. At the end of the ninety (90) day period, the

Representatives shall conduct a final inspection of the Project and ascertain if the deficiencies have been remedied and that the Project has achieved Final Completion.

- B. The services to be provided under this Agreement shall be in accordance with the established Project Schedule.
- C. CM at Risk shall obtain all certificates of occupancy prior to substantial completion and in a timely manner in accordance with the Project Schedule.

The COUNTY and the Orioles reserve the right to occupy and to place and install equipment in completed areas of the Site, before Substantial Completion and before Final Completion, provided such occupancy does not unreasonably interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of incomplete portions of the Work, nor shall it relieve the CM at Risk of its responsibility for completion of the Work in accordance with the Agreement.

- D. Substantial Completion is the point in the progress of the Work when the Site or designated portion thereof are sufficiently complete in accordance with the Contract Documents so that the Orioles are able to fully occupy and fully utilize the Site for its intended use with all certificates of occupancy obtained. The Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. Warranties called for by this Agreement or by the Construction Documents shall commence on the date of Substantial Completion. Final Completion shall have been deemed to have occurred at such time when the CM at Risk has submitted its final application for payment; the Architect has supplied a Certificate stating that the Work has been completed in full accordance with the Construction Documents; the COUNTY and the Orioles have accepted the Work and the Representatives and the COUNTY's Administrative Agent has approved payment in response to the final application for payment, and no more Work remains to be performed for completion of the Project.

#### XV. CHANGES IN THE PROJECT

CM at Risk acknowledges and expressly agrees that the COUNTY, upon the direction of the Orioles, may, without notice to the CM at Risk's surety company, if any, make changes in the Work, including additions, deletions or modifications to the Work or the Project schedule thereof. In accordance with the MOU, no change, including but not limited to, a change in the Work shall be initiated and approved by the Orioles' Representative, and no authorization for any changes in the Work will be issued by the COUNTY, unless each change is directed and approved by the Orioles' Representative. COUNTY and CM at Risk acknowledge and agree that the volume and/or extent of changes in the Work ordered is expected to be substantial and that CM at Risk may make claims for additional compensation when and only if changes in the Work will substantially

and materially increase Direct Costs, and not solely on processing the number or extent of such changes, but subject in all instances to the provisions and limitations contained in this Agreement. CM at Risk's fee shall not be increased unless and until the GMP has been increased by Change Order(s) or Amendments to the Agreement in the amount specified in Exhibit F. The CM at Risk's mark-up will then be added to change orders that increase the GMP beyond that threshold. The CM at Risk acknowledges that on a project of the scope and complexity of the Project, a number of changes to the Work are anticipated. Therefore, the CM at Risk agrees that it shall not be entitled to compensation on the basis of the number of changes initiated.

#### A. CHANGE ORDERS

1. In accordance with the MOU, at the authorization and approval of the Orioles' Representative, the County's Representative may submit a change to the Project to the COUNTY'S Administrative Agent. Such changes to the Project may consist of changes within the general scope of this Agreement consisting of additions, deletions, delays not attributable to the CM at Risk. Notwithstanding the foregoing, change orders that result in an increase to the GMP will require Board approval to the extent set forth in, and consistent with the intent of the MOU and subject to the requirements of the Sarasota County Procurement Code.
2. The CM at Risk shall not be entitled to a price adjustment due to the costs for review of any documents necessitated by a change to the Project or to the GMP, regardless of the reason for the change, including but not limited to amendments to this Agreement.
3. For changes initiated by the COUNTY at the direction of the Orioles, the CM at Risk will receive a directive for change, will make recommendations to the Representatives regarding the requested change and shall provide a price within ten (10) days, or sooner if practicable, to the Representatives for the items delineated in the request for change. Should the Orioles and the COUNTY's Administrative Agent so direct the CM at Risk to proceed in the preparation of a Change Order, the CM at Risk shall do so utilizing documents prepared by the Architect.
4. A Change Order is a written order to the CM at Risk at the direction of the Orioles and signed by the COUNTY and CM at Risk, issued after the execution of this Agreement, authorizing an Orioles' authorized change in the Project requirements, Construction Documents and/or the GMP, the CM at Risk's fee and/or the Project Schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the adjustment associated with the change.

5. The Direct Cost portion of a Change Order shall be determined in one or more of the following ways:
  - i. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect and the Representatives
  - ii. By unit prices stated in the Agreement or subsequently agreed upon
  - iii. By the method provided as follows:
    - a. If none of the methods set forth is agreed upon, the CM at Risk, provided he receives a written order approved by the Orioles and signed by the COUNTY, shall promptly proceed with the work involved. The cost of such change shall then be determined on the basis of the actual cost and savings of those performing the work attributed to the change. However, in the event a Change Order is issued under these conditions, the Orioles will establish an estimated cost of the work and the COUNTY's Representative shall present it to the COUNTY's Administrative Agent and the CM at Risk shall not perform any work whose cost exceeds that estimate. The CM at Risk shall keep and present, in such form as the Representatives and the COUNTY's Administrative Agent may prescribe, an itemized accounting together with appropriate data supporting the increase in the cost of the Project. The amount of a decrease in the GMP to be allowed for any deletion or change that results in a net decrease in cost will be the amount of the actual net decrease.
6. Where the quantity of a pay item is an estimated quantity, which estimate is contained in the Construction Documents (and is not an estimate by the CM at Risk), and where the actual quantity of such pay item varies more than 25% above or below the estimate quantity stated in the agreement, an equitable adjustment in the contract price may be made upon the request of either party, with the approval of the Orioles. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.
7. All Change Orders will clearly indicate their impact, if any, on the date of Substantial Completion of the Project, as indicated in the Project Schedule. If the Change Order is not anticipated to impact the date of Substantial Completion, the Change Order shall so state. The Representatives shall have the right to require the CM at Risk to provide additional information in connection with Change Orders and the Representatives may establish additional procedures with regard to processing Change Orders.

8. In the event the CM at Risk claims that any determination or interpretation of the Agreement by the Representatives causes a change in the Agreement requirements, the CM at Risk may file a claim in accordance with Article 11, Section I A of the Agreement.
9. At all times, CM at Risk is required to have reviewed and evaluated all environmental documents, reports and studies related to the Site, issued by the City of Sarasota, the Florida Department of Environmental Protection, the COUNTY, the Architect, and any of their respective consultants. Notwithstanding anything else contained in this Agreement, any pre-existing environmental conditions on, under, or emanating from the Site, including any relating to or arising from the conditions referenced in any of the aforementioned documents, reports or studies, are not considered to be concealed or unknown physical conditions, regardless of whether or not reflected in the Contract Documents, or generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and the CM at Risk shall not be entitled to an adjustment to the GMP or the Project Schedule in connection with the foregoing. CM at Risk shall be required to inform the Representatives, and at the direction of the Representatives, may be required to coordinate with the City of Sarasota with regard to the abatement and/or remediation of such pre-existing environmental conditions at the Site. Any such coordination, remediation and/or abatement of the preexisting environmental conditions shall not be grounds for an equitable adjustment in the GMP or the Project Schedule. CM at Risk shall perform a due diligence investigation with respect to visible conditions at the Site prior to the commencement of Work, and if conditions are encountered at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the foregoing referenced documents or the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the foregoing referenced documents or the Contract Documents, the CM at Risk shall provide notice to the Representatives promptly before conditions are disturbed and in no event later than three (3) days after first observance of the conditions, and the CM at Risk may file a claim based on such circumstances in the manner provided in this Agreement.

**XVI. CHANGE ORDERS REQUIRING APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS**

Change Orders will require approval of the Board of County Commissioners to the extent set forth in, and consistent with the intent of, the MOU.

**XVII. ARCHITECT-INITIATED CHANGES**

- A. Without superseding the CM at Risk's rights, the Architect will have authority to recommend minor changes in the Project not involving an adjustment in the GMP or an extension of the substantial completion date and not inconsistent with the intent of the Construction Documents. Documentation of changes shall be determined by the Project Team and displayed monthly in the Project Management Information Service (PMIS). Such minor changes shall be effected by written order approved by the Orioles and the COUNTY's Administrative Agent and the CM at Risk prior to the commencement of work. If CM at Risk disagrees with the assessment as a minor change, it shall pursue its rights as otherwise provided in this Agreement.

**XVIII. PAYMENTS TO CM AT RISK**

- A. **METHOD OF PAYMENT** - The COUNTY shall pay the CM at Risk through payment issued by the Clerk of Courts in accordance with the Florida Prompt Payment Act, Section 218.70 Florida Statutes, upon receipt of the CM at Risk'S properly prepared invoice and written approval of same by the Representatives and the COUNTY's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CM at Risk shall submit an invoice for payment to the Representatives on a monthly basis for those specific services or tasks as described in this Agreement, or any amendments or exhibits hereto, that were satisfactorily completed during that invoicing period.
- B. **PROGRESS PAYMENTS** - Based upon applications for payment submitted to the Representatives by the CM at Risk and approved by the Representatives and the COUNTY's Administrative Agent, the COUNTY shall make progress payments to the CM at Risk against the construction budget of the Project or GMP for the Project, as provided in the conditions of the Agreement in accordance with the following procedures.
- C. Retainage will be withheld on the full value of the GMP.

**XIX. TIMES FOR PAYMENT**

- 1. The COUNTY will pay or cause to be paid to the CM at Risk that portion of the construction budget of the Project or Guaranteed Maximum Price, properly allocable to services, labor, materials and equipment already incorporated or to be incorporated in the work that has been satisfactorily performed in accordance with the requirements of the Construction Documents.
- 2. The CM at Risk shall process each Trade Contractor payment within ten (10) days upon receipt of payment from the COUNTY out of the amount paid to the CM at Risk for the Trade Contractor's work, the amount to which said Trade Contractor is entitled, reflecting the percentage actually retained, if any, from payments to the CM at Risk for such Trade Contractor's work.



3. The CM at Risk's and the Trade Contractor's notices, claims and lien waivers are to be submitted with the current month's application for payment and no additional payments will be made by the COUNTY without claims and lien waivers for the preceding month's application for payment. The CM at Risk shall provide in its subcontracts with Trade Contractors that a Trade Contractor may reserve its rights of claims and liens only if such reservations are stated, in writing, on the application for payment, and the failure to expressly reserve such rights shall be deemed a waiver of any such claims and liens. The CM at Risk warrants that to the best of the CM at Risk's knowledge, information and belief, that applications for payment are free and clear of liens, claims, security interests or encumbrances in favor of the CM at Risk, Trade Contractors, or other persons or entities, except to the extent reserved in writing on the application for payment.
4. The COUNTY and the Orioles shall not have any obligations to pay or to see to the payment of any monies to any Trade Contractors except as may otherwise be required by law.
5. No certificates for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the COUNTY shall constitute an acceptance of any work not in accordance with the Construction Documents. Such payments shall not constitute acceptance that the work was performed in accordance with the Agreement requirements.

B. PAYMENTS WITHHELD:

1. The County and the Orioles may decline to accept requests for payment to such extent as may be necessary, in their opinion, to protect the COUNTY and the Orioles from loss because of:
  - i. Work not performed strictly in accordance with the Agreement requirements, including defective work not remedied after notice and an opportunity to cure,
  - ii. Failure of the CM at Risk to make payments properly to Trade Contractors or for labor, materials or equipment in accordance with subcontracts,
  - iii. Property damage to the COUNTY, the Orioles or another separate contractor not under contract to the CM at Risk, due to the fault or neglect of the CM at Risk not otherwise covered by CM at Risk's insurance.
  - iv. Reasonable evidence that the work will not be completed within the Project schedule; or

v. Persistent failure to carry out the Work in accordance with the Construction Documents.

2. When the above conditions are remedied, payment may be made for amounts withheld because of them, with appropriate withholding for any losses or defect incurred or non-conformance in the Work, as reasonably determined by the Representatives; provided however, that nothing herein shall limit any rights or remedies of the County and the Orioles contained elsewhere in this Agreement or available under applicable law.

#### C. PAYMENTS FOR MATERIALS AND EQUIPMENT

1. Payments will be made for materials and equipment not yet incorporated in the Work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Representatives on each occasion. The CM at Risk shall cause material stored off-site to be stored in a bonded warehouse and provide such documentation as may be required by the Representatives to prove unconditional ownership of such material, including but not limited to, bills of sale and fully-executed Uniform Commercial Code forms.

#### D. FINAL PAYMENT

1. Upon Final Completion of the Project by the Representatives, CM at Risk shall submit a final invoice for payment of the outstanding balance of the amount earned by the CM at Risk under the GMP. Upon acceptance of the final invoice by COUNTY and the Orioles, COUNTY shall pay the invoice amount within forty-five (45) calendar days. Final Completion shall not be approved unless the CM at Risk has completed all punch-list items, furnished to the COUNTY's Administrative Agent with copies to the Representatives all warranty documents, operating manuals, and As-builts, attic stock and otherwise complied in all respects with the Construction Documents.

#### E. DEBTS PAID

Prior to issuance of final payment for the Project, the Representatives shall require satisfactory evidence that all CM at Risk's payrolls, materials bills and other indebtedness connected with the Project have been paid or otherwise satisfied. The COUNTY's Administrative Agent shall have the right to verify such payments at any time. The COUNTY reserves the right for the COUNTY and/or the Orioles to audit all records from the participants in Project without limitation. All financial and project records for the Project shall be maintained for a period of three (3) years after issuance of final payment for the Project.

- F. PAYMENT AS WAIVER - The acceptance of final payment for the Project shall

constitute a waiver of all claims for compensation and/or fees by the CM at Risk except those previously made in writing and unsettled.

- G. DISCOUNTS - All discounts, rebates and refunds shall accrue to the COUNTY and the Project to the extent the cost of the Project item is paid directly by the COUNTY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall be credited to the COUNTY and the Project. The CM at Risk shall make reasonable efforts to notify the Representatives of the availability of cash discounts or other discounts, rebates and refunds. Any such cash discounts shall be shared 75% to the County for the benefit of the Project and deposited and/or retained in the Construction Fund Account and 25% to the CONSTRUCTION MANAGER and shall be paid as part of final payment hereunder.
- H. COSTS IN EXCESS OF CM at Risk's ESTIMATES - If bids or proposals for the Project are received that exceed the CM at Risk's estimated budget for any portion of the Project, the CM at Risk shall nevertheless complete the Project in accordance with the Construction Documents, and shall not be entitled to any increase in the GMP.

XX. PROTECTION OF PERSONS AND PROPERTY

- A. SAFETY PRECAUTIONS AND PROGRAMS - The CM at Risk shall ensure that each of the Trade Contractors implement safety programs for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- B. SAFETY OF PERSONS AND PROPERTY

- 1. Until Final Completion of the Project by the COUNTY, the CM at Risk shall have the charge and care and shall take precaution against injury or damage to any part thereof by the action of the elements or from any other cause whether from the execution or from the non-execution of the Work. The CM at Risk will rebuild, repair, restore, and make good all injuries or damages to any portion of the Work by any of the above causes before Final Completion, and bear the expense thereof except damage to the Work due to unforeseeable causes beyond the control of and without the fault or negligence of the CM at Risk or any Trade Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities. In case of suspension of work from any cause, the CM at Risk is responsible for the Project, will take precautions necessary to prevent damage to the Project, provide for normal drainage, and will erect necessary temporary structures, signs or other facilities at the CM at Risk's expense. During such suspension of work, the CM at Risk shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and sodding furnished under this Agreement, and shall

take adequate measures to protect new tree growth and other important vegetative growth against injury.

2. The CM at Risk shall enforce all reasonable precautions for safety and shall provide all reasonable protection thereof to prevent damage, injury or loss to:
  - i. All employees, Trade Contractors and lower-tier subcontractors on the Project and all other persons who may be affected thereby
  - ii. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CM at Risk or any Trade Contractor or lower-tier subcontractor.
  - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
3. The CM at Risk shall cause to be erected and shall maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Representatives and users of adjacent utilities.
4. The CM at Risk shall be responsible for and shall promptly remedy all damage or loss to any property caused in whole or in part by the CM at Risk, any Trade Contractor or subcontractor of a Trade Contractor or lower-tier subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
5. The CM at Risk shall designate a responsible member of his organization, as approved by the Representatives and the COUNTY's Administrative Agent, whose duty shall be the prevention of accidents on the site.
6. The CM at Risk shall not knowingly load or permit any part of the Work to be loaded so as to endanger its safety.

C. EMERGENCIES

In any emergency affecting the safety of persons or property, the CM at Risk shall act at his discretion to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the CM at Risk on account of emergency work shall be determined as provided herein for changes in the work.

D. DRAWINGS AND SPECIFICATIONS

1. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities and locations for the installation of the various materials and equipment required for the Work. It is not intended that the Specifications will mention every item of Work which can be adequately shown on the Drawings nor is it intended that the Drawings show all items of Work described or required by the Specifications even if they are of such nature that they could have been shown thereon. All materials or labor for Work which is shown on the Specifications and Drawings or is reasonably inferable therefrom as being part of the Work and necessary to produce a finished job shall be provided by CM at Risk and included in the GMP whether or not such material or labor are expressly covered in the Drawings and Specifications.
2. By execution of this Agreement, CM at Risk represents and covenants that (i) CM at Risk has visited the Site, become familiar with local and all special conditions under which the Work is to be performed and based on information provided by the County and public utilities and other available information, understands what is required to enable CM at Risk to coordinate the Work with the efforts of the County and public utilities performing work in the vicinity of the Site, (ii) CM at Risk has checked with all public utilities having facilities at or near the Site, and understands based on information provided by the public utilities what is required to not interrupt utility services to other buildings in the vicinity of the Site and (iii) without assuming the obligations of the Architect, CM at Risk has carefully examined the Drawings and Specifications prepared to date, and will carefully examine modifications of, and additions to, the Drawings and Specifications throughout the Project. Any change to the GMP must follow the procedures set forth in Section XV A of this Exhibit, subject to the provisions of and limitations contained elsewhere in this Agreement including but not limited to Section XVI of this Exhibit. Other than as provided in Section XVI of this Exhibit, but subject in all instances to the provisions of and limitations contained in this Agreement, CM at Risk shall not be entitled to extra or additional compensation for performance of Work to deliver the Project as contemplated by the Contract Documents.
3. Any difference noted between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves, shall be referred to the Architect by the CM at Risk. The Architect shall determine which provisions shall apply. CM at Risk shall perform the Work without increase in the GMP or change in the Project Schedule and shall not be entitled to an increase in the GMP or change in the Project Schedule as a result of any such differences. In case of such inconsistency and if no direction from Architect is issued within three (3) days after requested by CM at Risk, CM at Risk shall provide the better quality of, or the greater quantity of, Work and materials.
4. The CM at Risk shall be responsible for the removal of man-made obstructions, utilities and natural underground obstructions to the extent

identified in the Contract Documents, or to reasonably be expected considering the nature of the Site and their historical and current use.

5. CM at Risk shall be responsible for all structural excavation to the extent required for installation of grade beams, slab on grade, stone, subbase, and the like. If any material additional excavation is required due to (i) the existence of unsuitable soil conditions (other than the environmental conditions subject to remediation or abatement and referenced in Section XV A 9. above) as determined by the Architect, and (ii) the condition that such soil conditions could not have been identified by the CM at Risk prior to commencement of construction by the exercise of reasonable due diligence by the CM at Risk, then CM at Risk, with the approval of the COUNTY and the Orioles, may be entitled to request an adjustment to the Project Schedule and/or GMP, subject in all instances to the provisions of and limitations in Section XV A 9. of this Exhibit and elsewhere in this Agreement. CM at Risk may request such adjustment only if the CM at Risk has used commercially-reasonable efforts to mitigate or take other appropriate actions to address the conditions and avoid any additional delay or cost. Notwithstanding the foregoing, CM at Risk is aware that there are certain environmental conditions present on the Site which may require remediation and/or abatement as is more fully addressed in the Interlocal Agreement and elsewhere in this Agreement, including but not limited to Section XXVI of this Exhibit. Nothing in this provision shall modify the CM at Risk's responsibilities in regard to environmental conditions as set forth in Section XXVI of this Exhibit, or entitle the CM at Risk to an adjustment in the GMP in connection therewith.

## XXI. TEMPORARY FACILITIES

- A. In addition to its own requirements, CM at Risk shall provide two (2) separate temporary watertight, fire resistant 12' x 45' field office trailers at the Site, for the use by the Representatives and the Architect. Each trailer shall have two (2) 120 square foot enclosed offices (one at each end) and a central area. One trailer shall have this central area set up as a conference area with single toilet room. One trailer shall have this central area set up as a work area with plan tables, plan racks, copier, fax machine space, sample shelves and single toilet. Each shall include electric lights, heat, air conditioning, exterior door and windows with metal security bars, locks and screens. Trailers shall be furnished as follows or as otherwise agreed in writing by the Representatives:
  1. Each trailer shall have an office desk with lock, and two (2) chairs shall be provided in each of the 120 square foot enclosed offices, and each enclosed office shall contain a lockable four (4) drawer file cabinet.
  2. One (1) trailer shall include a conference table with ten (10) chairs.

3. One (1) trailer shall include two (2) plan racks and shelves for samples plus plan review tables for three (3) sets of drawings. Four (4) chairs shall be provided for this area.
  4. One (1) trailer shall contain one (1) copy machine capable of 11 x 17 size copies, 40 copies per minute and one facsimile machine.
- B. The phone system for these two (2) trailers shall consist of a single system with four (4) outside lines complete with intercom capabilities and incoming call roll down. Total of seven (7) phones shall be provided. One (1) phone shall be located in each enclosed office. Two (2) phones shall be located in work area. One (1) phone shall be located in conference area. All phones shall have hands-free speaker operation. Separate dedicated phone lines for fax machine and computer connection shall be provided. Wireless internet access will be provided.
  - C. CM at Risk shall provide a portable communication system by Motorola (or a similar manufacturer) consisting of two (2) channels; General CM at Risk frequency and Architect's frequency. Base station unit to be located in one (1) trailer. Four (4) hand held units complete with chargers shall be provided for County and Orioles use. System shall be suitable for communication on the Site and include all licenses.
  - D. Trailers shall be provided with complete base skirting and tie downs. Trailers shall be orientated with their entrances facing each other and an elevated deck to allow ease of movement between trailers.
  - E. CM at Risk shall maintain the temporary offices, including janitorial services, and pay for all necessary services for heating and/or air conditioning. CM at Risk shall pay for all phone company charges for installation, maintenance, construction-related long distance calls and removal of phone system upon completion of the Work.
  - F. Eight (8) reserved parking spaces on all weather surface immediately adjacent to the trailer shall be provided for sole use by the Architect, Orioles, County and the Representatives.
  - G. CM at Risk shall provide cooled, bottled drinking water for each trailer which shall be resupplied as necessary.

## XXII. EARLY OCCUPANCY

- A. Use by COUNTY and Orioles of portions of the Work:
  1. At any time, either prior to or after Substantial Completion of the Work, COUNTY, the Orioles, or any third party authorized by COUNTY and the Orioles and performing work at the Site, shall have the right to occupy and use the Site or any portion of the Work; provided their occupancy and use of such spaces, in the opinion of Architect, shall not substantially delay CM

at Risk in performing the remainder of the Work. In the event COUNTY, the Orioles, or any third party authorized by COUNTY and the Orioles desires to exercise the right to occupy set forth above, CM at Risk shall use its best efforts to obtain all certificates of occupancy and other governmental approvals necessary to permit such occupancy.

2. In addition to the requirements of the Contract Documents specifically requiring CM at Risk to provide services to County, if COUNTY or the Orioles desire to partially occupy prior to Substantial Completion as provided above, CM at Risk shall cooperate with COUNTY and Orioles in making available such building services as heating, ventilating, cooling, water, lighting and telephone, and elevator facilities (including operators if necessary) for that portion of the Project to be so occupied. If the equipment required to furnish such services is not entirely completed at the time of such occupancy, CM at Risk shall make every reasonable effort to complete same as soon as possible to the extent that the necessary equipment can be put into operation and use. COUNTY shall pay for the costs of operation and use of utilities for portions of the Project which are fully under its control and domain. In the event that such utilities are not separately metered, then the cost of such usage shall be equitably allocated.
3. Occupancy or use of portions of the Project by COUNTY or Orioles shall in no event constitute Substantial Completion of such portions of the Work, it being agreed by County and CM at Risk that Substantial Completion can only be determined in accordance with the provisions of this Agreement.

### XXIII. DELAY AND FORCE MAJEURE

#### A. Extension of Time

1. The CM at Risk shall diligently expedite the Work and achieve Substantial Completion within the Project Schedule together with completion of designated portions of the Work designated in the Project Schedule as milestone items not later than the dates established for such milestone items.
2. The Project Schedule may be extended for such time as Orioles and COUNTY shall determine if CM at Risk is delayed in the Work's critical path as defined in the most recent approved Project Schedule if CM at Risk is unable to mitigate despite its best efforts, at any time in the progress of the Work for any of the following reasons, to the extent that such delays are not caused by CM at Risk or Trade Contractor:
  - i. delays caused by any "Force Majeure Event," as such term is defined below; or
  - ii. delays unreasonably caused solely by COUNTY or Architect; or
  - iii. delays caused by Scope Changes; or



- iv. by any other cause which Architect, Orioles and County shall determine justifies delay; or
  - v. delays caused by man-made obstructions, utilities, natural underground obstructions, or unsuitable soil, which are not identified from the Contract Documents and could not reasonably have been known to the CM at Risk, or could not have reasonably been expected considering the nature of the Site and their historical and current use (provided however, CM at Risk acknowledges that any pre-existing environmental conditions on the Site are not considered to be concealed or unknown physical conditions for purposes of this Agreement),
  - vi. named storms that threaten or impact the Site, or
  - vii. delays caused by exercise of COUNTY and Orioles' right to suspend the Work.
3. CM at Risk understands that adverse weather conditions which are not named storms (notwithstanding that such adverse weather conditions may exceed those normally anticipated in Sarasota Florida) are under no circumstance a reason to extend either the Project Schedule or any of the milestone dates or to increase the GMP.
  4. The term "Force Majeure" shall have the meaning set forth in the Agreement. The CM at Risk shall resume activities related to the Project as soon as possible after the conclusion of the Force Majeure event.
  5. Any delay claimed under this Section shall be reduced by the portion of any such delay caused by any act or omission of CM at Risk, his Trade Contractors or lower-tier subcontractors, or anyone for whom the CM at Risk is responsible. Any delay under this Section shall only be such period of time as the delay continues after CM at Risk has given written notice of such delay and its claimed reason therefor to COUNTY and Architect.
  6. CM at Risk shall notify the Representatives promptly of any event or occurrence which may affect the Project Schedule or any component or segment thereof.
  7. Notwithstanding anything in this Section XXIII, the CM at Risk shall not be entitled to any adjustment in the Project Schedule due to environmental conditions, other than provided in Section XXVI of this Exhibit.

#### XXIV. SUBSTITUTIONS

- A. When more than one particular manufacturer's products or processes are specified for an item of Work, any one thereof is acceptable and the choice is left to the CM at Risk, unless otherwise directed by the Representatives. When a singular service, process, product, material, equipment or method of construction is required by the Contract Documents, the one specified shall be

used. However, if in the judgment of CM at Risk one of the conditions enumerated below exists with respect to any item specified, CM at Risk, may offer for Representatives' consideration a substitute product or process which completely fulfills the requirements of the Contract Documents. Substitutions will only be considered if the CM at Risk submits a written request to Architect and only under the following circumstances:

1. When the specified product(s) or process(es) is/are discontinued or otherwise not available from the manufacturer or supplier;
  2. When, in the judgment of CM at Risk, the specified product(s) or process(es) will not produce the desired results;
  3. When such substitution, in the opinion of Architect or the Representatives, is otherwise in the best interest of COUNTY and the Orioles.
- B. Architect will make recommendations to Representatives regarding Substitutions offered by CM at Risk. Substitutions that are accepted are the responsibility of the CM at Risk and shall be effected through the issuance of a Change Order. A recommendation by Architect or approval by the Representatives shall not make COUNTY, the Orioles or the Architect responsible for any Substitution.
- C. Procedure for Substitutions – Requests for Substitutions of products or processes shall be in writing and will be accompanied by evidence that the proposed Substitution: (1) is equal in quality and serviceability to the specified item; (2) will not entail changes in details and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; and (4) will not involve additional costs to COUNTY or the Orioles, unless the Substitution is for a specified product or process which is discontinued or is otherwise unavailable from the manufacturer and is approved in writing by the Representatives; or, may involve additional costs in construction that will be offset by reduction in costs for future maintenance of the facility. The increase or decrease in the cost of the Work resulting from such proposed Substitution shall be described in an accompanying request for a Change Order. CM at Risk will furnish with its request such drawings, specifications, samples, performance data and other information as may be required to assist Architect in making its recommendation. Submission by CM at Risk of a request for a Substitution shall constitute a representation by CM at Risk that it has a good faith belief that the proposed Substitution meets the foregoing requirements. CM at Risk shall provide written cost benefit analysis as requested by the Representatives.
- D. No request for substitutions of products or processes shall be deemed to be authorized unless approved in writing by the Orioles' Representative, or as otherwise required by the MOU.
- E. In the event that a Substitution is approved, the Cost of Work relating to such

item shall be increased or decreased and adjusted by Change Order as specified herein.

- F. In the event of a deductive Change Order, the GMP shall be reduced correspondingly.

## XXV. TESTING

### A. Testing

1. CM at Risk will engage the services of an independent testing agency to verify compliance with required physical characteristics or to monitor the CM at Risk's Quality Control Program (as described herein). The testing agency shall verify CM at Risk's compliance with the Contract Documents and applicable legal and regulatory requirements, record its observations and submit reports. CM at Risk shall, at no cost or expense to the County and the Orioles:
  - i. notify Representatives and Architect at least one (1) day before installing Work to be tested
  - ii. furnish incidental labor and facilities at the site necessary to facilitate Representatives' testing
  - iii. furnish samples and access to all materials and component parts of the Work as required for testing
  - iv. furnish storage facilities for the material test samples
  - v. furnish full and ample means of assistance for monitoring CM at Risk's testing and CM at Risk's quality control program
  - vi. in all other ways cooperate and facilitate the coordination and expeditious completion of the tests undertaken at COUNTY's and Orioles' direction
- B. Project Schedule shall include sufficient durations to allow testing activities and review of testing agency reports.
- C. In addition to the testing services described above and at the direction of the COUNTY and the Orioles, CM at Risk will engage the services of a second independent testing agency selected by the COUNTY and the Orioles and the CM at Risk shall not be entitled to an increase in the GMP for such agency's services. The second independent testing agency shall be compensated from the CM at Risk's Contingency and shall provide sample testing as necessary to verify the accuracy of all testing previously conducted by CM at Risk as described above. The second independent testing agency shall produce a

report of its findings which shall be provided to the Representatives.

- D. CM at Risk shall not be relieved of CM at Risk's obligations to perform or cause performance of the Work in accordance with the Contract Documents by reason of any errors or omissions contained in any tests performed by or for County and/or the Orioles, notwithstanding that such tests and the results thereof may have been delivered to CM at Risk and that CM at Risk may have relied upon the correctness of such tests. The fact that County has provided to CM at Risk any such tests or the results thereof, shall not relieve CM at Risk of the obligation to provide all testing necessary to assure CM at Risk that the Work performed by CM at Risk is in compliance in all respects with the requirements of the Contract Documents and applicable legal and regulatory requirements. CM at Risk shall coordinate the activities of all entities conducting tests and shall cooperate fully with such agencies to facilitate all tests and inspections.
- E. In the event that CM at Risk, Trade Contractor or lower-tier subcontractor, other than at the direction of the COUNTY and the Orioles, performs any tests or engages any testing agency, any costs incurred shall be the sole responsibility of the CM at Risk and copies of all written reports or summaries of any oral reports shall be submitted promptly to the Representatives and Architect.

#### XXVI. ENVIRONMENTAL WORK

In addition to the other environmental provisions contained elsewhere in this Agreement:

- A. The CM at Risk acknowledges that the Site, as defined in the MOU, is under Department of Environmental Protection Consent Order, OGC Case No. 88-0289 (FDEP Site No. COM39747/Project No. 66154) and all activities, administration, coordination, procedures, scheduling and processes required to be performed by the CM at Risk, Trade Contractors or lower-tier subcontractors in connection therewith are reflected in the GMP. In addition, the CM at Risk shall ensure that all Work performed under this Agreement, including Work performed by subcontractors or others at the Site shall be in full compliance with all applicable laws, statutes, ordinances, rules and regulations related to environmental issues, including any specific environmental requirements disclosed in any of the Construction Documents or which may be reasonably inferable in connection therewith. Any costs associated with the Site which are the responsibility of the City of Sarasota in accordance with the Interlocal Agreement, including but not limited to any remediation costs, must be approved by the COUNTY and the Orioles and such costs shall be excluded from the GMP unless otherwise directed by the Representatives. The cost of any environmental permits or certifications shall be the responsibility of the CM at Risk.
- B. Any environmental activities, administration, coordination, procedures,

scheduling and processes required to be performed at the Site by the CM at Risk, Trade Contractors or lower-tier subcontractors shall be reflected in the GMP. In addition, the CM at Risk shall ensure that all Work performed under this Agreement, including Work performed by subcontractors or others at the Site shall be in full compliance with all applicable laws, statutes, ordinances, rules and regulations related to environmental issues, including any specific environmental requirements disclosed in any of the Construction Documents or which may be reasonably inferable in connection therewith.

- C. The CM at Risk shall be obligated to oversee and coordinate any environmental work performed on either Site, including but not limited to any coordination between the City of Sarasota and the Florida Department of Environmental Protection as may be necessary or required. Any reviews or delays caused by governmental entities in connection with the foregoing shall not be grounds for a Change Order or an adjustment to the GMP or the Project Schedule.
- D. In the event the CM at Risk, shall in their reasonable judgment determine that reasonable precautions, including the CM at Risk's full compliance with environmental requirements disclosed in the Construction Documents will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance encountered at the site, the CM at Risk shall immediately, (i) stop Work in the affected area; (ii) notify the Representatives and the Architect that the Work has been stopped including a detailed description of the condition encountered and the area affected; and (iii) unless otherwise directed by COUNTY and the Orioles, proceed with Work in all unaffected areas taking all available precautions to avoid or minimize any adverse impact on the Project Schedule or budget.

**EXHIBIT F**

**BREAKDOWN OF GMP**

**ED SMITH STADIUM INCLUDING THE ADJACENT LANDSCAPING AND PICNIC AREAS**

**1.1 CONSTRUCTION PHASE SERVICES**

<b>LINE #</b>	<b>Division numbers following the Construction Specifications Institute (CSI) definitions</b>	<b>Cost</b>
1	Division 2 Existing Conditions	\$ 172,675
2	Division 3 Concrete	\$ 749,460
3	Division 4 Masonry	\$ 478,860
4	Division 5 Metals	\$ 1,739,638
5	Division 6 Wood, Plastics and Composites	\$ 98,688
6	Division 7 Thermal and Moisture Protection	\$ 741,632
7	Division 8 Openings	\$ 501,759
8	Division 9 Finishes	\$ 2,003,676
9	Division 10 Specialties	\$ 681,156
10	Division 11 Equipment	\$ 1,040,269
11	Division 12 Furnishings excluding Stadium Seating	\$ In Div 31
12	Division 126300 Stadium Seating	\$ 324,300
13	Division 13 Special Construction	\$ 0
14	Division 14 Conveying Equipment	\$ 224,220
15	Division 21 Fire Protection	\$ 40,000
16	Division 22 Plumbing	\$ 718,762
17	Division 23 HVAC	\$ 818,606
18	Division 26 Electrical	\$ 1,787,622
19	Division 27 Communications	\$ In Div 26
20	Division 28 Fire Alarm and Detection Systems	\$ In Div 26
21	Division 31 Earthwork	\$ 1,539,917
22	Division 32 Exterior Improvements	\$ In Div 31
23	Division 33 Utilities	\$ In Div 31
24	Owner Allowances	\$ 664,614
25	CM-At Risk Contingency	\$ 201,496
26	Cost of Davis-Bacon - Labor Compliance	\$ 40,000
27	Cost of Davis-Bacon - Administrative Compliance	\$ 0
28	<b>COST OF THE WORK</b> (subtotal of above)	<b>\$ 14,173,636</b>
29	<b>GENERAL CONDITIONS</b> (Including Staffing)	<b>\$ 1,212,007</b>
30	Insurance (INS)	\$ 179,363
31	Payment & Performance Bonds	\$ 144,325
32	<b>FEE</b> (CM At Risk Fee)	<b>\$ 507,296</b>
33	<b>Total Estimated Guaranteed Maximum Price Including Listed Pricing Breakouts *: ED SMITH STADIUM (LINES 28-32)</b>	<b>\$ 16,610,341</b>

\*The GMP reflects the cost of sales tax; however, the County reserves the right to utilize direct purchase.

**1.2: CM AT RISK FEE COMPONENTS FROM LINE 32 ABOVE**

<b>ITEM#</b>	<b>Fee Components</b>	<b>Percentage</b>
34	Fee for Construction Services including 35 and 36 below	<b>2.91%</b>
35	-Profit Component of Fee for Construction Services	<b>.97%</b>
36	-Home Office Overhead Component of Fee for Construction Services	<b>1.94%</b>

**1.3: CM AT RISK FEE MARKUP FOR CHANGE ORDERS**

37	CM Mark-up on Subcontracted work:	Add 3% / Deduct 1%
38	CM Mark-up on Self-performed work:	Add 15% / Deduct 5%

**NOTE:** CM Mark-up on Scope Changes includes General Conditions, P&P Bond, Staffing and CM Fee.



**1.4: CONSTRUCTION PHASE STAFFING**

**CONSTRUCTION PHASE SERVICES COSTS BREAKDOWN**

<u>ITEM #</u>	<u>Description of Position</u>	<u>Number of Hours per Month</u>	<u>Rate per Hr</u>	<u>Subtotal</u>	<u>% Markup (if applicable)</u>	<u>Total</u>	<u>Notes/Description</u>
39	Senior Project Mgr	173	\$92.69	16,035.37	N/A	16,035.37	
40	Project Manager				N/A		
41	Preconst. Manager				N/A		
42	Project Supt	173	\$73.68	12,746.64	N/A	12,746.64	
43	Cost Control	40	\$50.25	2,010.00	N/A	2,010.00	
44	Scheduler	16	\$56.30	900.80	N/A	900.80	
45	Administrative	173	\$29.24	5,058.52	N/A	5,058.52	
46	Consultant				N/A		
47	Estimator	173	51.97	8,990.81	N/A	8,990.81	
48	Other (describe)				N/A		
49	Other (describe)				N/A		
50	Other (describe)				N/A		
51	Other (describe)				N/A		
52	Other (describe)				N/A		
53	Assistant Project Manager	173	\$76.45	13,225.85	N/A	13,225.85	
54	Other (describe)				N/A		
55	Project Engineer	173	\$41.57	7,191.61	N/A	7,191.61	
56	Other (describe)				N/A		
57	Regional Safety Manager	32	\$71.64	2,292.48	N/A	2,292.48	
58	Other (describe) Superintendent	173	\$76.73	13,274.29	N/A	13,274.29	
59	Other (describe) Superintendent	173	\$59.97	10,374.81	N/A	10,374.81	
60	Other (describe) Contract Manager	32	\$103.77	3,320.64	N/A	3,320.64	
61	Other (describe)				N/A		
62	<b>TOTALS</b>	1,504	VARIES	92,101.18	N/A	92,101.18	

**EXHIBIT F-1**  
**OPTIONAL COMPONENTS**

<b>OPTIONAL COMPONENT</b>	<b>PRICE</b>	<b>PRICE HELD THROUGH</b>
Stadium Lighting	\$265,100.00	<b>9/11/2010</b>
Scoreboard	\$594,200.00	<b>9/11/2010</b>
New stadium seating	\$341,250.00	<b>9/11/2010</b>
Protective netting along Tuttle Ave	\$45,900.00	<b>9/11/2010</b>
Clubhouse GMP and all components thereof as described in Attachment D to the RFP	\$5,228,487.00	<b>9/11/2010</b>

**EXHIBIT G**  
**INSURANCE REQUIREMENTS**

**I. INSURANCE REQUIREMENTS**

Insurance: Before performing any contract work, CM at Risk shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary, written on forms acceptable to the County, placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida, and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by Sarasota County Risk Management.

1. Workers' Compensation: CM at Risk will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required under Florida Laws, Chapter 440, including, if applicable, coverage for the Jones Act and Longshoremen and Harbormasters Exposures, AND employer's liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

In the event the CM at Risk sublets any part(s) of its contract work to a subcontractors, all of the employees of the CM at Risk and subcontractors engaged on the contract work shall be deemed to be employed in one and the same business, and the CM at Risk shall be liable for all such employees, except for employees of a subcontractors who has secured its own workers' compensation coverage. The CM at Risk must require all subcontractors to provide evidence of workers' compensation insurance or the purged notice of election to be exempt. In the event the CM at Risk has leased employees, the CM at Risk or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, and the CM at Risk must be the named insured. All certificates of insurance shall list Sarasota County Government as certificate holder and be mailed to Sarasota County Risk Management, 1660 Ringling Boulevard 3<sup>rd</sup> Floor, Sarasota FL 34236.

2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under 26 feet and Ocean Marine if over, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this contract.
3. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract.

If the CM at Risk is shipping a product via common carrier, automobile liability coverage will be waived, however transit coverage must be provided, including coverage for loss or damage to property while in transit, until delivered and accepted by the County. Delivery does not constitute acceptance. The CM at Risk shall be responsible for any loss or damage sustained in delivery/transit.

4. Umbrella Liability: Umbrella Liability: With limits of not less than \$10,000,000 per occurrence covering all work performed under this contract.

5. Hazardous Materials Insurance: For the purpose of this section, the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:
- a. CM at Risk's Pollution Liability: For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
  - b. Asbestos Liability: For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
  - c. Disposal: When applicable, the CM at Risk shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
  - d. Hazardous Waste Transportation: When applicable, the CM at Risk shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
  - e. Certificates of Insurance: Certificates of Insurance shall clearly state the hazardous material exposure work being performed under the contract.
6. Builder's Risk Installation Coverage: CM at Risk must provide Builders' Risk Installation coverage to include coverage for materials stored at a temporary location for the amount of materials involved in this contract.
7. Owner's Risk Asset Coverage: Pursuant to the MOU, all Owner's Risk and other asset-based insurance coverages shall be separately funded by the County.

Policy Form:

1. All policies required by this contract, with the exception of Engineer Liability and Workers' Compensation, or unless specific approval is given by County Risk Management, are to be written on an occurrence basis, shall name Sarasota County, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this contract. Insurer(s), with the exception of Engineer Liability and Workers' Compensation, shall agree to waive all rights of

subrogation against the County of Sarasota, its Commissioners, officers, agents, employees, or volunteers.

2. Insurance requirements itemized in this contract and required of the CM at Risk shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The CM at Risk shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
4. Sarasota County shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit CM at Risk's liability nor to fulfill the indemnification provisions and requirements of this contract.
6. The CM at Risk shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Sarasota County or the Orioles is an insured under the policy, except to the extent set forth in the Interlocal Agreement with regard to hazardous materials.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation, Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CM at Risk agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this contract are to be furnished to Sarasota County Risk Management, 1660 Ringling Boulevard 3<sup>rd</sup> Floor, Sarasota FL 34236, prior to commencement of work AND a minimum of 30 calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the CM at Risk will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this contract shall be provided to the CM at Risk's/ subcontractors/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.

10. The Orioles shall be listed as an additional insured on all policies on all policies to the fullest extent permitted by law.

**SARASOTA COUNTY GOVERNMENT  
PERFORMANCE AND PAYMENT BOND**

In compliance with Section 255.05(1)(a), Florida Statutes

<b>BOND NO.:</b>	105416008
<b>CONSTRUCTION MANAGER AT RISK NAME:</b>	W. G. Mills, Inc.
<b>CONSTRUCTION MANAGER AT RISK ADDRESS:</b>	3301 Whitfield Ave. Sarasota, FL 34243
<b>CONSTRUCTION MANAGER AT RISK PHONE NO.:</b>	941-758-6441
<b>SURETY COMPANY:</b>	Travelers Casualty And Surety Company of America One Tower Square Hartford, CT 06183 Ph. 860-277-1561
<b>SURETY AGENT:</b>	Willis of Florida, Inc. 6771 Professional Parkway West, Suite 101 Sarasota, FL 34240 Ph. 941-554-3140
<b>OWNER NAME:</b>	Sarasota County Board of County Commissioners
<b>OWNER ADDRESS:</b>	1660 Ringling Boulevard Sarasota FL 34236
<b>OWNER PHONE NO.:</b>	941-861-5000
<b>BOND AMOUNT:</b>	\$16,610,341.00
<b>CONTRACT NO.: (if applicable)</b>	2010-316
<b>DESCRIPTION OF WORK:</b>	Ed Smith Stadium
<b>PROJECT ADDRESS:</b>	2700 12 <sup>th</sup> Street Sarasota, FL 34237
<b>LEGAL DESCRIPTION:</b>	Ed Smith Stadium 2700 12 <sup>th</sup> Street, Sarasota, FL 34237 County of Sarasota, Florida

**SARASOTA COUNTY GOVERNMENT  
PERFORMANCE AND PAYMENT BOND**

In compliance with Section 255.05(1)(a), Florida Statutes

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**By this bond**, we, W. G. Mills, Inc., as Principal and Travelers Casualty And Surety Company of America, a corporation, as Surety, are bound to Sarasota County Board of County Commissioners, herein called Owner, in the sum of \$16,610,341.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

The conditions of this bond is that if Principal:

1. Performs the Agreement dated 5/26/2010, between principal and Owner for construction of **Ed Smith Stadium**, Agreement # 2010-36, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the Agreement; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying principal with labor, materials, or supplies, used directly or indirectly by principal in the prosecution of the work provided for in the contract ; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by principal under the contract work; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract , then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect surety's obligation under this bond.

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

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**PERFORMANCE AND PAYMENT BOND**



**SARASOTA COUNTY GOVERNMENT  
PERFORMANCE AND PAYMENT BOND**  
In compliance with Section 255.05(1)(a), Florida Statutes

In witness whereof, the said Principal and Surety have signed and sealed this instrument  
this \_\_\_\_\_

(date)

W. G. Mills, Inc.

Principal

By: \_\_\_\_\_

*Gregory D. Henry*  
As President

*Executive Vice*  
(SEAL)

**Travelers Casualty And Surety Company of America**

Surety

By: \_\_\_\_\_

*Anthony T. Papa, Jr.*  
**Anthony T. Papa, Jr.,  
Attorney-in-Fact and  
Licensed Florida Agent**

Approved as to form and execution:

By: \_\_\_\_\_

*Steph E. Dehn*  
Attorney to Board of  
County Commissioners of  
Sarasota County, Florida

*TRW*

Any Claims under this bond may be addressed to  
(name and address of Surety):

Travelers Casualty And Surety Company of America  
One Tower Square  
Hartford, CT 06183

860-277-1561

Telephone No: \_\_\_\_\_

Name and address of agent or representative in Florida if different from above:

Anthony T. Papa, Jr.  
Willis of Florida, Inc.  
6771 Professional Parkway West, Suite 101  
Sarasota, FL 34240

**PERFORMANCE AND PAYMENT BOND**

**SARASOTA COUNTY GOVERNMENT**  
**PERFORMANCE AND PAYMENT BOND**  
In compliance with Section 255.05(1)(a), Florida Statutes

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941-554-3140

Telephone No: \_\_\_\_\_

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**PERFORMANCE AND PAYMENT BOND**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218333

Certificate No. 003394394

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anthony T. Papa Jr., Carol McManus, Christine A. Papa, and Tina Gonzalez

of the City of Sarasota, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of December, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 16th day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

# **EXHIBIT B**

CONTRACT NO. 2011-524  
BCC APPROVED 7-26-11

### **ASSUMPTION AGREEMENT**

This Assumption Agreement is entered into between Sarasota County, a political subdivision of the State of Florida ("COUNTY") and Gilbane Building Company, a Rhode Island corporation authorized to do business in Florida, as successor in interest to W.G. Mills, Inc., d/b/a Mills Gilbane (MILLS GILBANE).

### **WITNESSETH**

**WHEREAS**, COUNTY and W.G. Mills, Inc. entered into County Contract No. 2010-316 for the construction of Spring Training Facilities on May 26, 2010; and

**WHEREAS**, W.G. Mills, Inc., on January 1, 2011 was merged with, and into, Gilbane Building Company; and

**WHEREAS**, MILLS GILBANE and COUNTY wish to memorialize MILLS GILBANE's assumption of all of the rights, duties and obligations of W.G. Mills, Inc. under Contract No. 2010-316 and all amendments, interim field change agreements, and change orders thereto;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Effective as of January 1, 2011 MILLS GILBANE assumes all rights, duties and obligations of W.G. Mills, Inc. under Contract No. 2010-316 and all amendments, interim field change agreements, and change orders thereto.
2. COUNTY hereby consents to MILLS GILBANE assuming all of W.G. Mills, Inc.'s rights, duties and obligations as aforesaid.

3. This Assumption Agreement may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Each party represents to the other that the execution and delivery of this Assumption Agreement by such party have been properly authorized and that all signatures hereon are genuine.

**[SIGNATURES ARE ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the COUNTY and MILLS GILBANE have executed this Assumption Agreement as of the last date written below.

WITNESS

*Dawn Laidlaw*

Signed By: *Dawn Laidlaw*

Title: *Exec. Asst.*

MILLS GILBANE

*Alvin Sharp III*

Signed By: *LEMMUEL SHARP III*

Title: *Service Pres. Regional Mgr.*

Date: *7-25-11*

Date: *25 July 2011*

SARASOTA COUNTY BOARD OF

COUNTY COMMISSIONERS

OF SARASOTA COUNTY, FLORIDA

BY: *Nora Patterson*

DATE: *7-26-11*

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of COUNTY Commissioners

BY: *Patti M...pe*  
DEPUTY CLERK

Approved as to form and correctness:

BY: *Steph...*  
TRW COUNTY ATTORNEY



# **EXHIBIT C**

**INTERIM FIELD CHANGE AGREEMENT (IFCA)**  
IFCA NO. ESC-020

**PROJECT NAME:** Concrete Topping Installation  
**CONTRACT NUMBER:** Spring Training Facilities – Ed Smith Clubhouse Project  
**CIP NUMBER:** 2010-316  
**PURCHASE ORDER NO:** 93055  
**DATE:** PO113334  
1/8/2013

**I. GENERAL**

This Interim Field Change Agreement (IFCA) documents a change to the project. This change consists of concrete repairs and application of a concrete topping material on the stadium concourses. The total cost of the work is \$513,787.00. Of this amount, \$9,703.51 shall be paid from the Ed Smith Stadium Owner Allowance (ESS IFCA #44), \$1,381.82 from the Ed Smith Clubhouse Owner Allowance (ESC IFCA #20), \$33,062.72 from the Ed Smith Clubhouse CM Contingency (ESC IFCA #20). The Construction Manager is contributing \$75,798.00. The remainder of the cost \$383,800.00 shall be paid directly by the Baltimore Orioles. This IFCA does not increase the current Clubhouse GMP. The Scope of Work for the concrete topping is to be in accordance with the attached BASF Standard Details and Specifications as well as the attached marked up plans dated 1-8-13 showing application at

**II. DESCRIPTION**

The total GMP is not changing; the schedule of values within the GMP are being modified as shown below.

**III. COST**  
This IFCA reflects **No Increase in the Clubhouse GMP**. The schedule of values are changed and are shown below:

	Beginning Amount	New Amount	GMP Budget Adjustments
Division 2 Existing Conditions	\$ 458,247.00	\$ 458,247.00	\$ -
Division 3 Concrete	\$ 505,809.00	\$ 505,809.00	\$ -
Division 4 Masonry	\$ -	\$ -	\$ -
Division 5 Metals	\$ 203,833.00	\$ 203,833.00	\$ -
Division 6 Wood, Plastics and Composites	\$ 224,393.00	\$ 224,393.00	\$ -
Division 7 Thermal and Moisture Protection	\$ 419,386.00	\$ 419,386.00	\$ -
Division 8 Openings	\$ 259,271.00	\$ 259,271.00	\$ -
Division 9 Finishes	\$ 735,642.00	\$ 780,086.54	\$ 44,444.54
Division 10 Specialties	\$ 106,841.00	\$ 106,841.00	\$ -
Division 11 Equipment	\$ 416,206.28	\$ 416,206.28	\$ -
Division 12 Furnishings Excluding Stadium Seating	\$ -	\$ -	\$ -
Division 126300 Stadium Seating	\$ -	\$ -	\$ -

	Beginning Amount	New Amount	GMP Budget Adjustments
Division 13 Special Construction	\$ 51,512.00	\$ 51,512.00	\$ -
Division 14 Conveying Equipment	\$ 61,130.00	\$ 61,130.00	\$ -
Division 21 Fire Protection	\$ 39,000.00	\$ 39,000.00	\$ -
Division 22 Plumbing	\$ 542,140.00	\$ 542,140.00	\$ -
Division 23 HVAC	\$ 669,839.00	\$ 669,839.00	\$ -
Division 26 Electrical	\$ 991,321.00	\$ 991,321.00	\$ -
Division 27 Communications	\$ -	\$ -	\$ -
Division 28 Fire Alarm and Detection Systems	\$ -	\$ -	\$ -
Division 31 Earthwork	\$ -	\$ -	\$ -
Division 32 Exterior Improvements	\$ -	\$ -	\$ -
Division 33 Utilities	\$ 206,810.00	\$ 206,810.00	\$ -
Owner Allowances	\$ -	\$ -	\$ -
CM at Risk Contingency	\$ 53,027.82	\$ 41,446.00	\$ (11,381.82)
Cost of Davis-Bacon - Labor Compliance	\$ 33,062.72	\$ -	\$ (33,062.72)
Cost of Davis-Bacon - Administrative Compliance	\$ -	\$ -	\$ -
<b>COST OF THE WORK</b>	<b>\$ 5,977,470.82</b>	<b>\$ 5,977,470.82</b>	<b>\$ 0.00</b>
<b>GENERAL CONDITIONS</b>	<b>\$ 560,404.00</b>	<b>\$ 560,404.00</b>	<b>\$ -</b>
Insurance (ENS)	\$ 83,645.20	\$ 83,645.20	\$ -
Payment & Performance Bonds	\$ 58,687.20	\$ 58,687.20	\$ -
FEE (CM at Risk Fee)	\$ 171,224.60	\$ 171,224.60	\$ -
<b>Total Clubhouse GMP</b>	<b>\$ 6,851,431.82</b>	<b>\$ 6,851,431.82</b>	<b>\$ -</b>

IV. **CONTRACT TIME ADJUSTMENT (if any)**  
 Extend the Final Completion date to February 28, 2013.

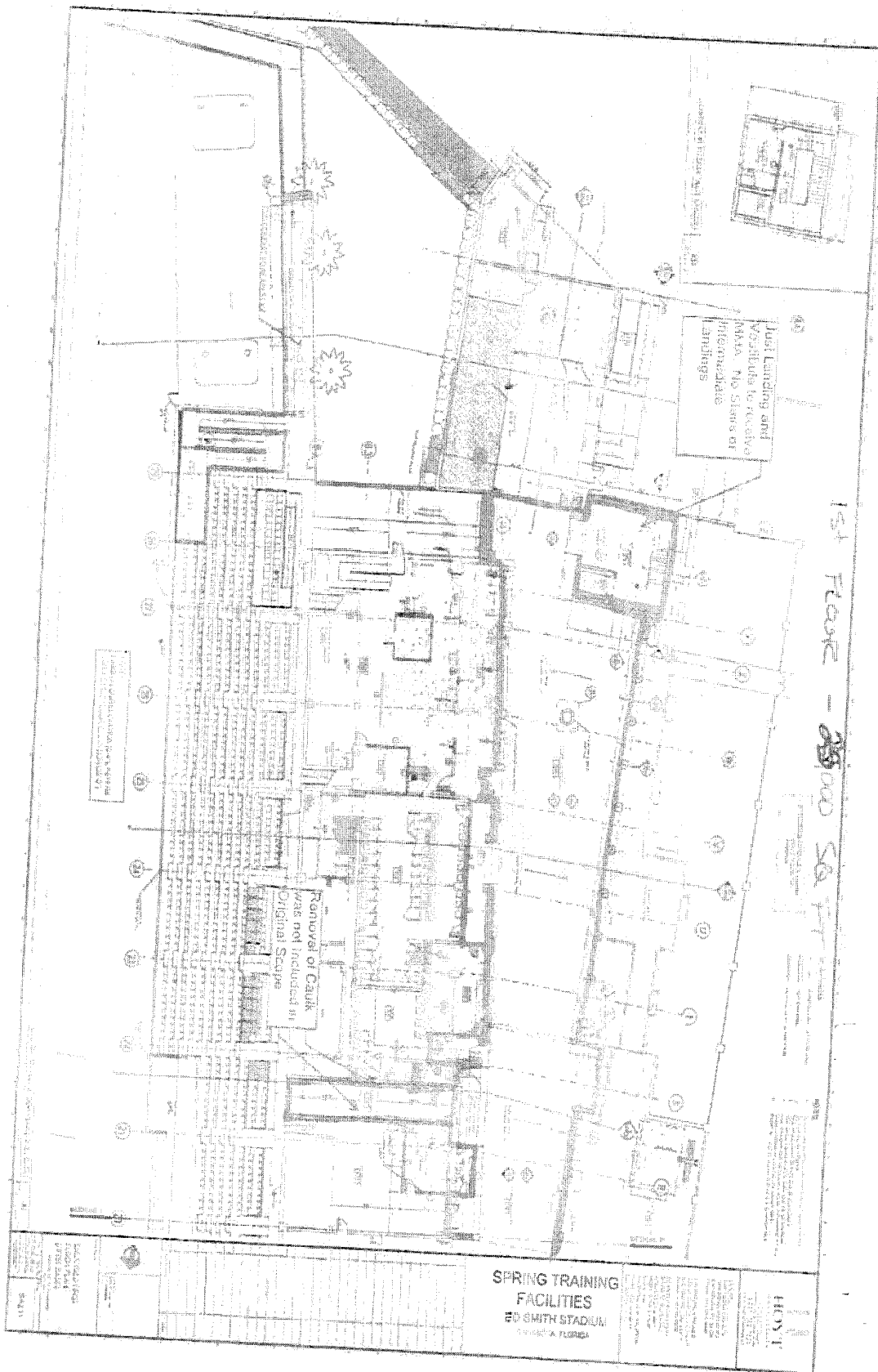
**SIGNATURES/APPROVALS**

Signed: *David C. Smith* 2.22.13  
 David C. Smith  
 Owner's Representative  
 Date: 2.22.13

Signed: *Carolyn Eastwood* 2-28/13  
 Carolyn Eastwood  
 Administrative Agent  
 Date: 2-28/13

Signed: *Carolyn Eastwood* 2/29/13  
 Carolyn Eastwood  
 Owner's Representative  
 Date: 2/29/13

Signed: *Matthew Leithridge* 2/28/13  
 Matthew Leithridge  
 MBR Gilbane  
 Date: 2/28/13



Just Landing and possible to receive International Landings

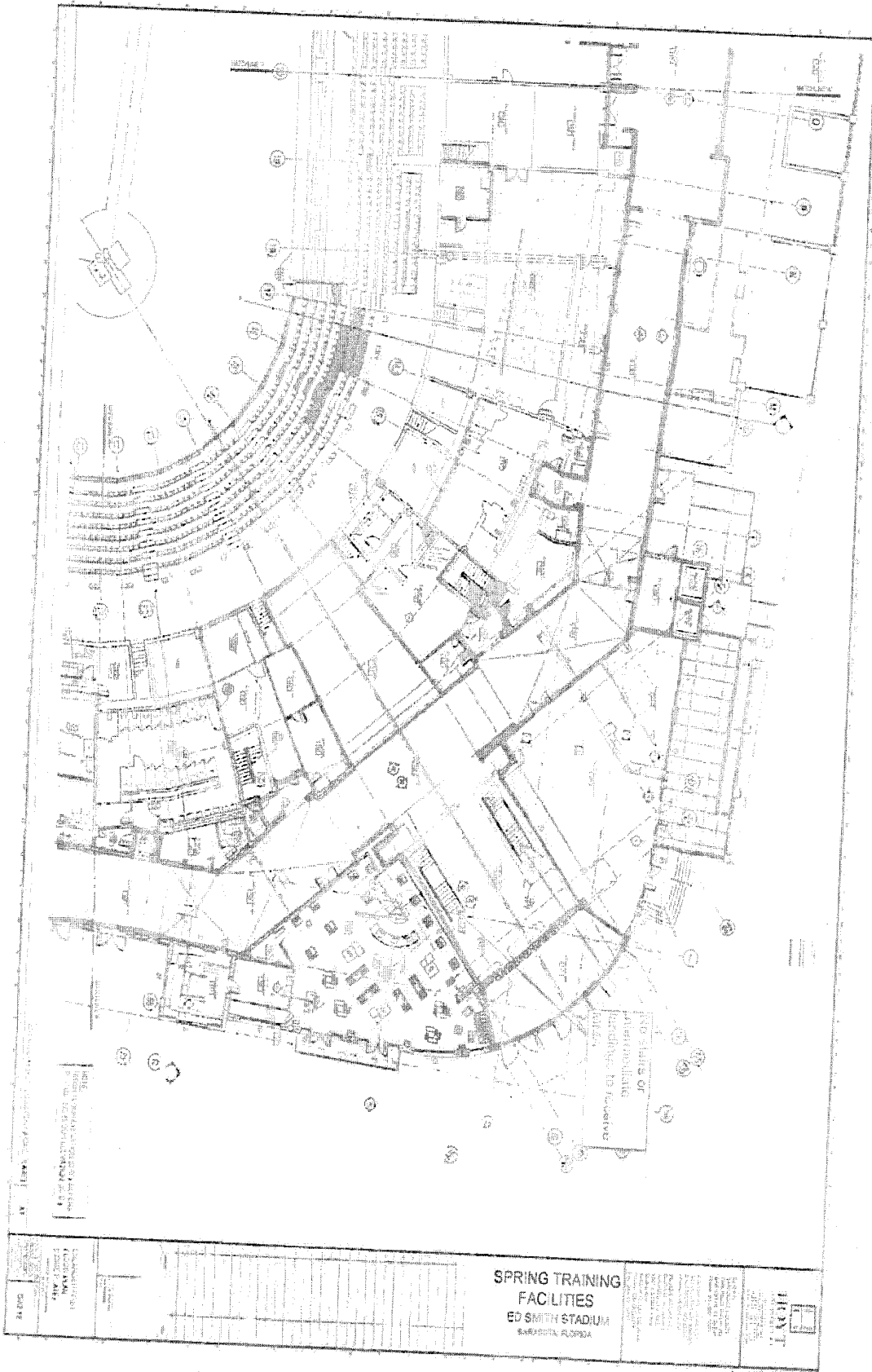
Removal of Caulk was not included in Original Scope

1st Floor - 25000 Sq Ft

**SPRING TRAINING FACILITIES**  
**ED SMITH STADIUM**  
 TAMPA, FLORIDA

**HOK, INC.**

SCALE: 1/8" = 1'-0"  
 DATE: 1/15/00  
 SHEET: 101



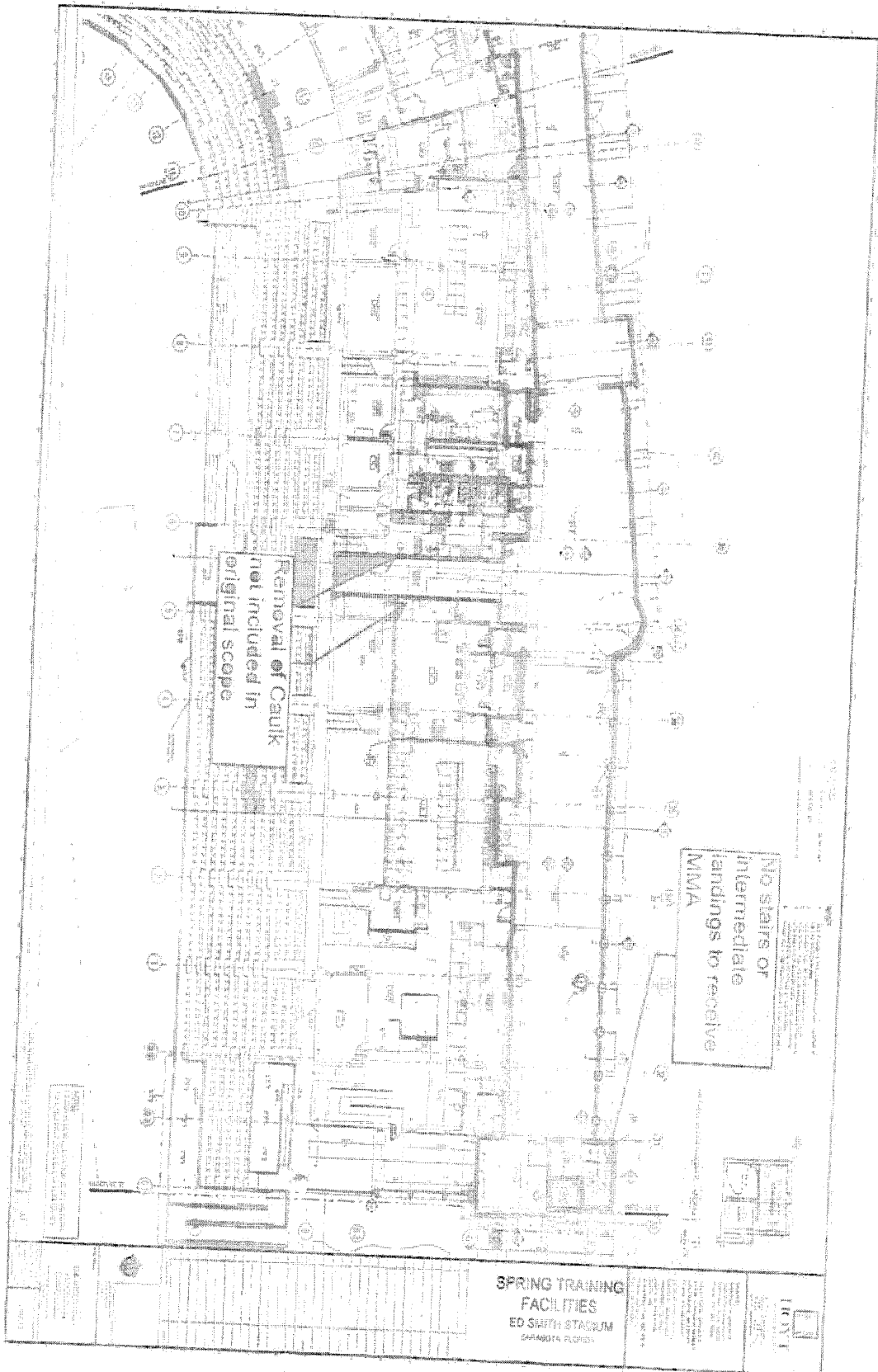
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 ALL EXTERIOR WALLS TO BE CONCRETE UNLESS OTHERWISE NOTED  
 ALL EXTERIOR FLOORS TO BE CONCRETE UNLESS OTHERWISE NOTED  
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 ALL EXTERIOR CEILING TO BE CONCRETE UNLESS OTHERWISE NOTED  
 ALL EXTERIOR ROOF TO BE CONCRETE UNLESS OTHERWISE NOTED

**SPRING TRAINING FACILITIES**  
**ED SMITH STADIUM**  
 SAVANNAH, GEORGIA

PROJECT NO. 100-100-100-100  
 DRAWING NO. 100-100-100-100  
 DATE 10/10/10  
 SCALE 1/2" = 1'-0"  
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED  
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 ALL EXTERIOR CEILING TO BE CONCRETE UNLESS OTHERWISE NOTED  
 ALL EXTERIOR ROOF TO BE CONCRETE UNLESS OTHERWISE NOTED



1/2" = 1'-0"  
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED  
 ALL WALLS TO BE CONCRETE UNLESS OTHERWISE NOTED  
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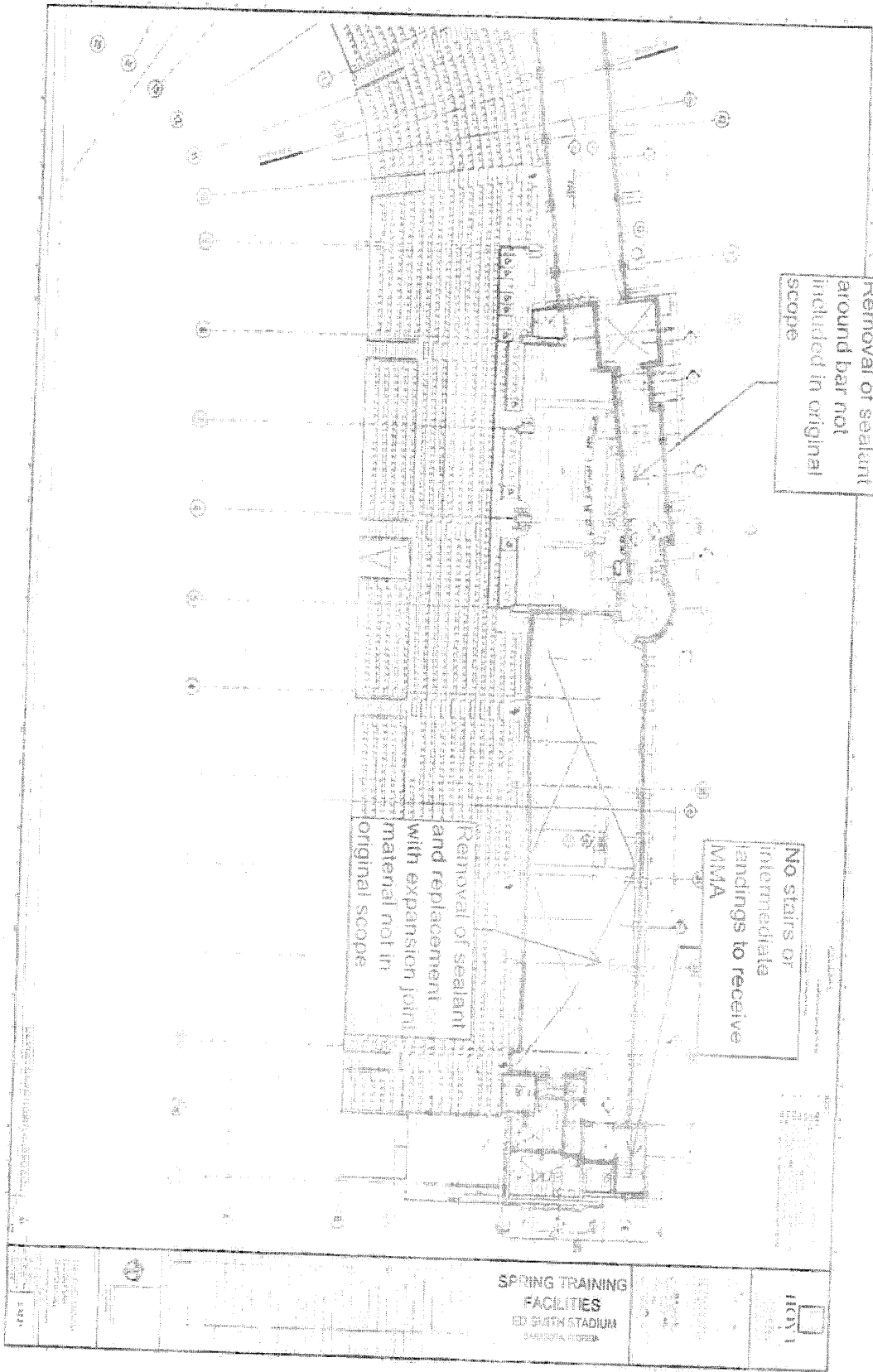
Removal of Caulk  
not included in  
original scope

No stairs or  
intermediate  
landings to receive  
NIMA

**SPRING TRAINING  
FACILITIES**  
ED SMITH STADIUM  
SARASOTA, FLORIDA

1001

DATE: 10/1/68  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]



Removal of sealant around bar not included in original scope

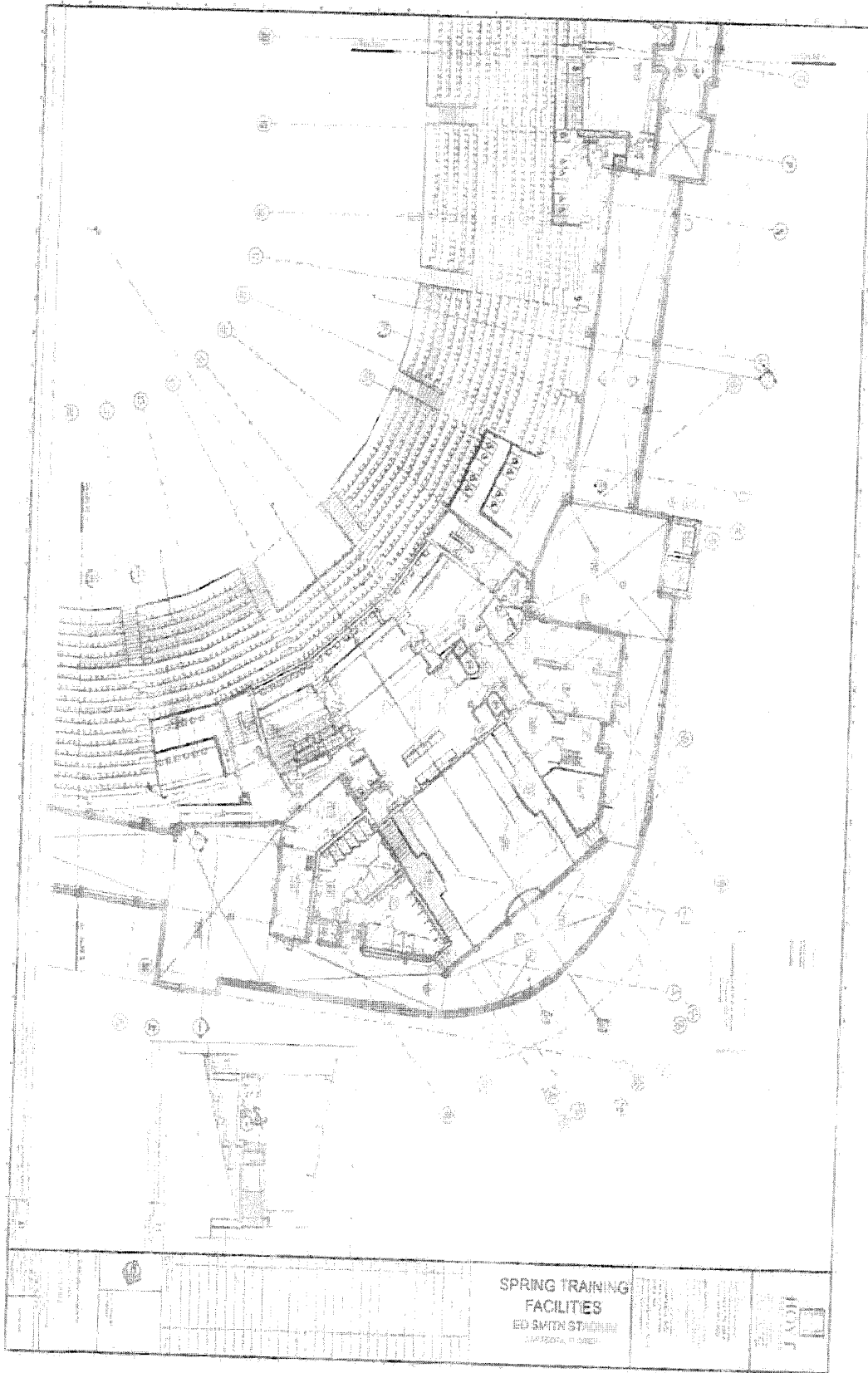
No stairs or intermediate landings to receive MMA

Removal of sealant and replacement of material not in original scope

SPRING TRAINING FACILITIES  
ED SMITH STADIUM  
SARASOTA, FLORIDA

10/11

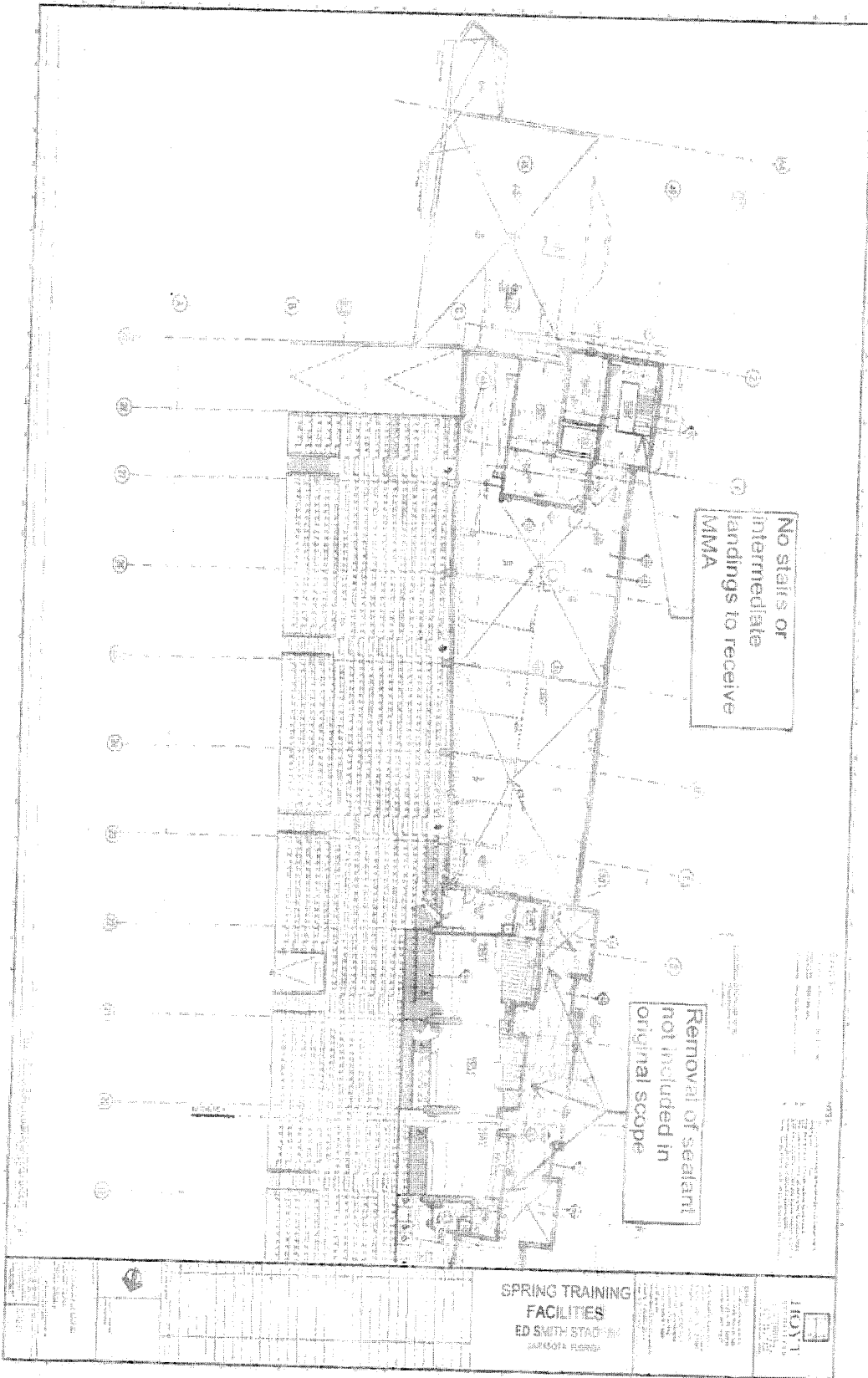
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**SPRING TRAINING  
FACILITIES**  
ED SMITH STADIUM

HOCHT  
JACOBI





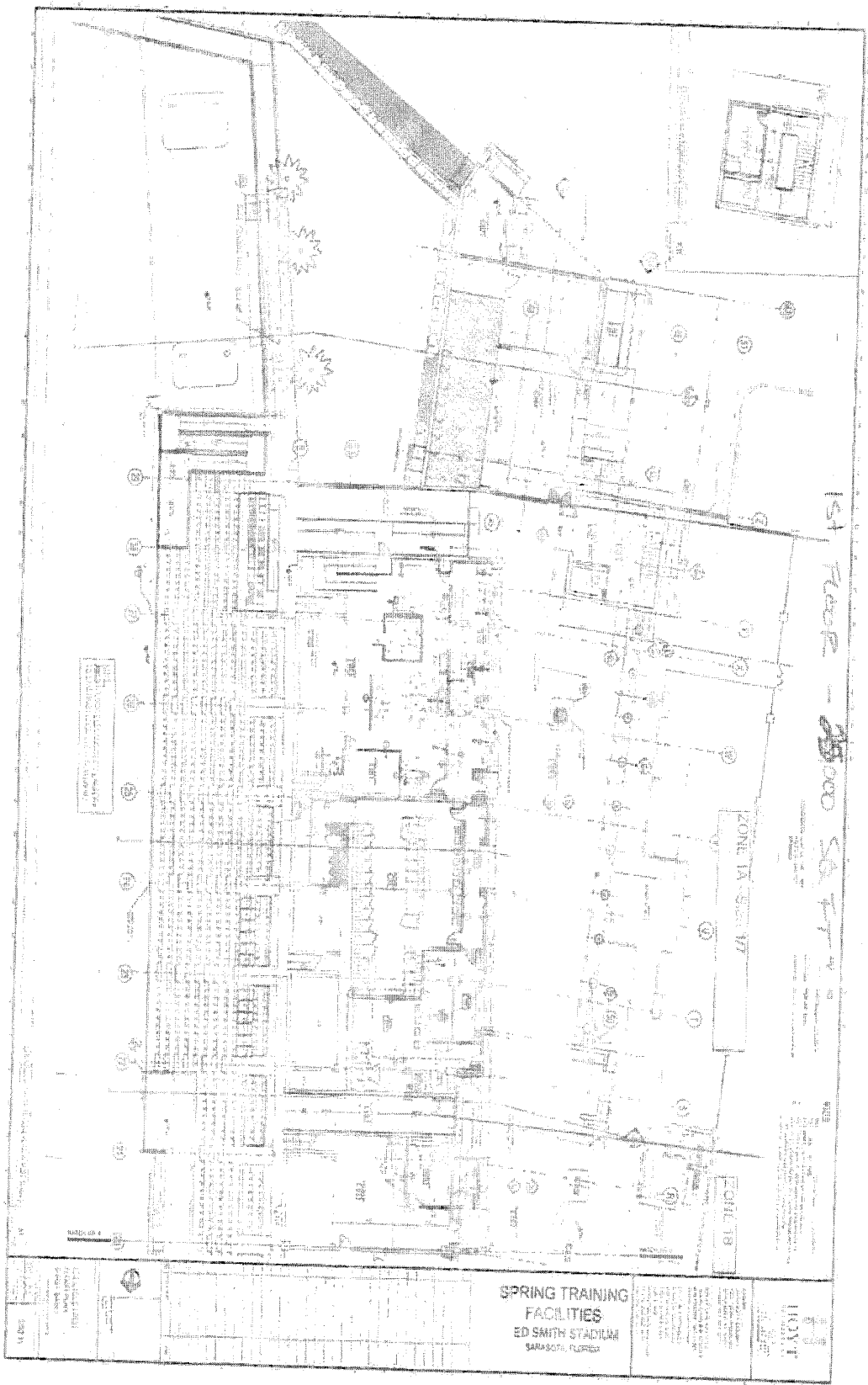
No stairs or intermediate landings to receive MMA

Removal of seating not included in original scope

SPRING TRAINING FACILITIES  
ED SMITH STADIUM  
MINNESOTA, MINNESOTA

**LOYD J. ANDERSON ARCHITECTS**  
ARCHITECTS  
1000 W. WASHINGTON AVENUE  
MINNEAPOLIS, MN 55401  
TEL: 612.338.1100  
WWW.LOYDANDERSON.COM

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/15/11
2	ISSUED FOR CONSTRUCTION	09/01/11
3	ISSUED FOR CONSTRUCTION	09/01/11
4	ISSUED FOR CONSTRUCTION	09/01/11
5	ISSUED FOR CONSTRUCTION	09/01/11
6	ISSUED FOR CONSTRUCTION	09/01/11
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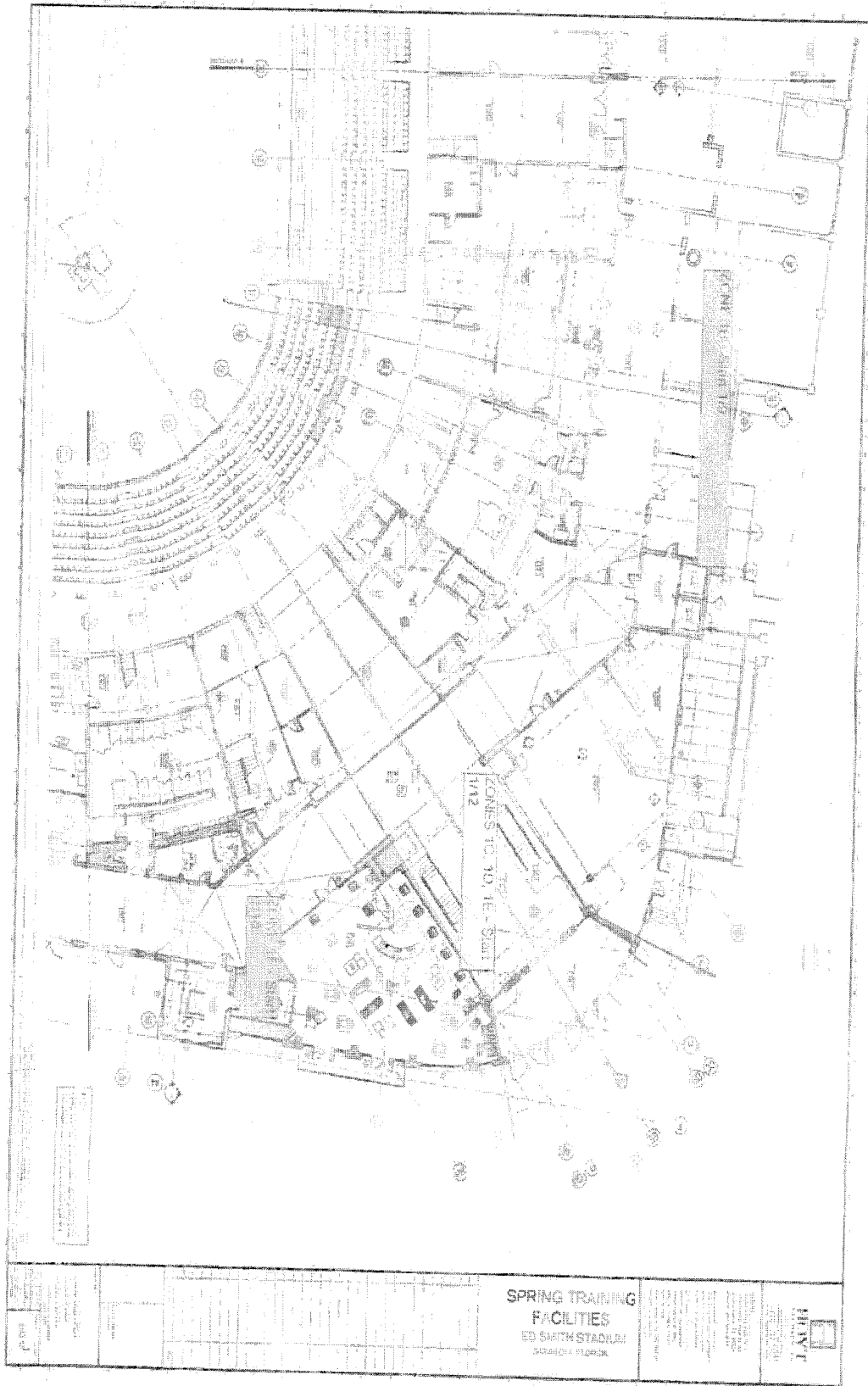
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**ED SMITH STADIUM**  
 SARASOTA, FLORIDA



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 DRAWING NO. 1000000000  
 DATE 10/10/00

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2	ISSUED FOR CONSTRUCTION	10/10/00
3	ISSUED FOR AS-BUILT	10/10/00
4	ISSUED FOR RECORD	10/10/00
5	ISSUED FOR ARCHIVE	10/10/00

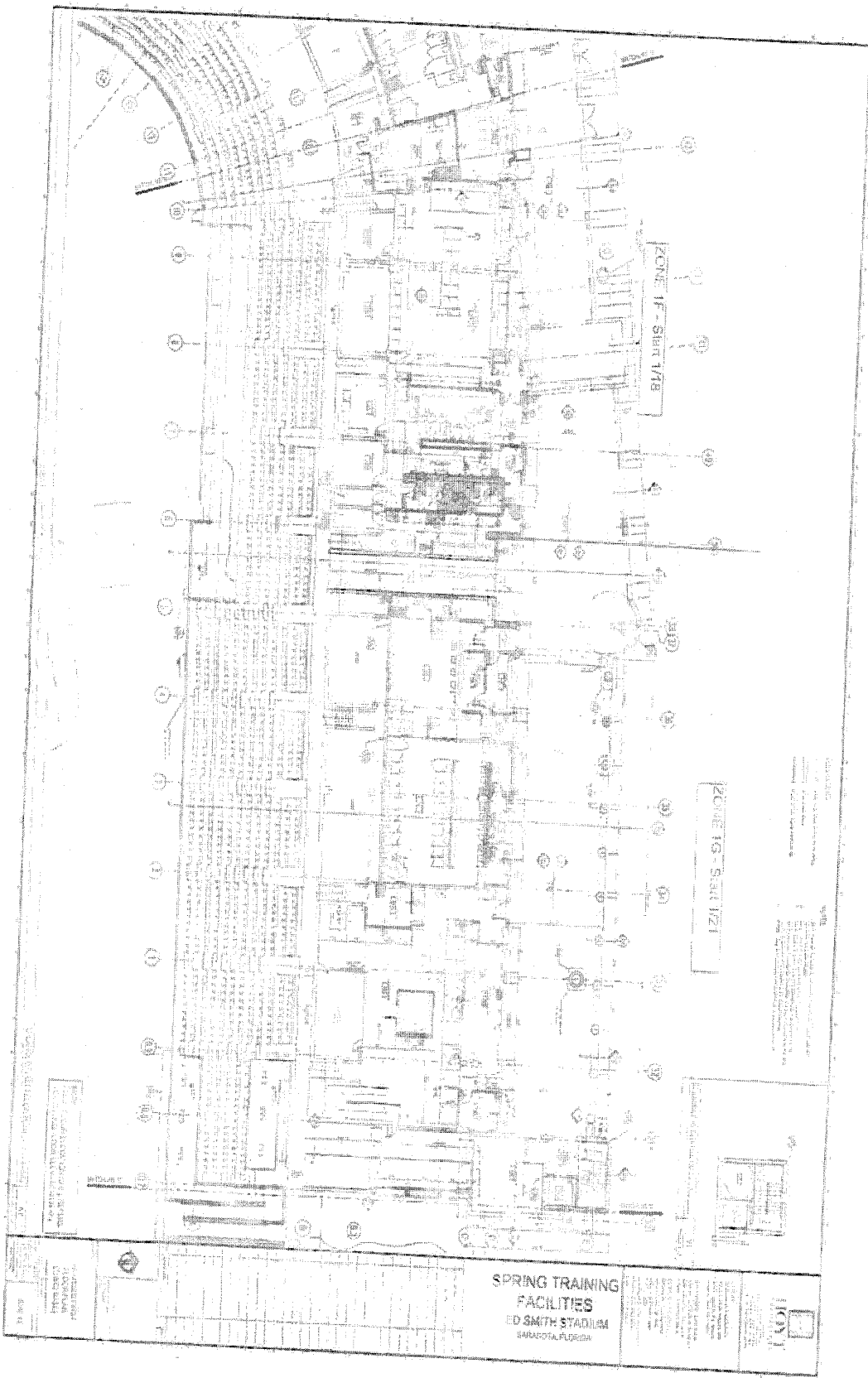
HOK  
 ARCHITECTS  
 1000000000



**SPRING TRAINING  
FACILITIES**  
ED SMITH STADIUM  
SARASOTA, FLORIDA

**HOKU**

<p>DATE: 10/15/11</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: ED SMITH STADIUM</p> <p>LOCATION: SARASOTA, FLORIDA</p>	<p>NO. 10, 11, 5, 6, 7, 8, 9, 10, 11, 12</p> <p>CONCOURSE</p>	<p>SPRING TRAINING FACILITIES</p>	<p>HOKU</p>
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**SPRING TRAINING  
FACILITIES  
ED SMITH STADIUM  
SARASOTA, FLORIDA**

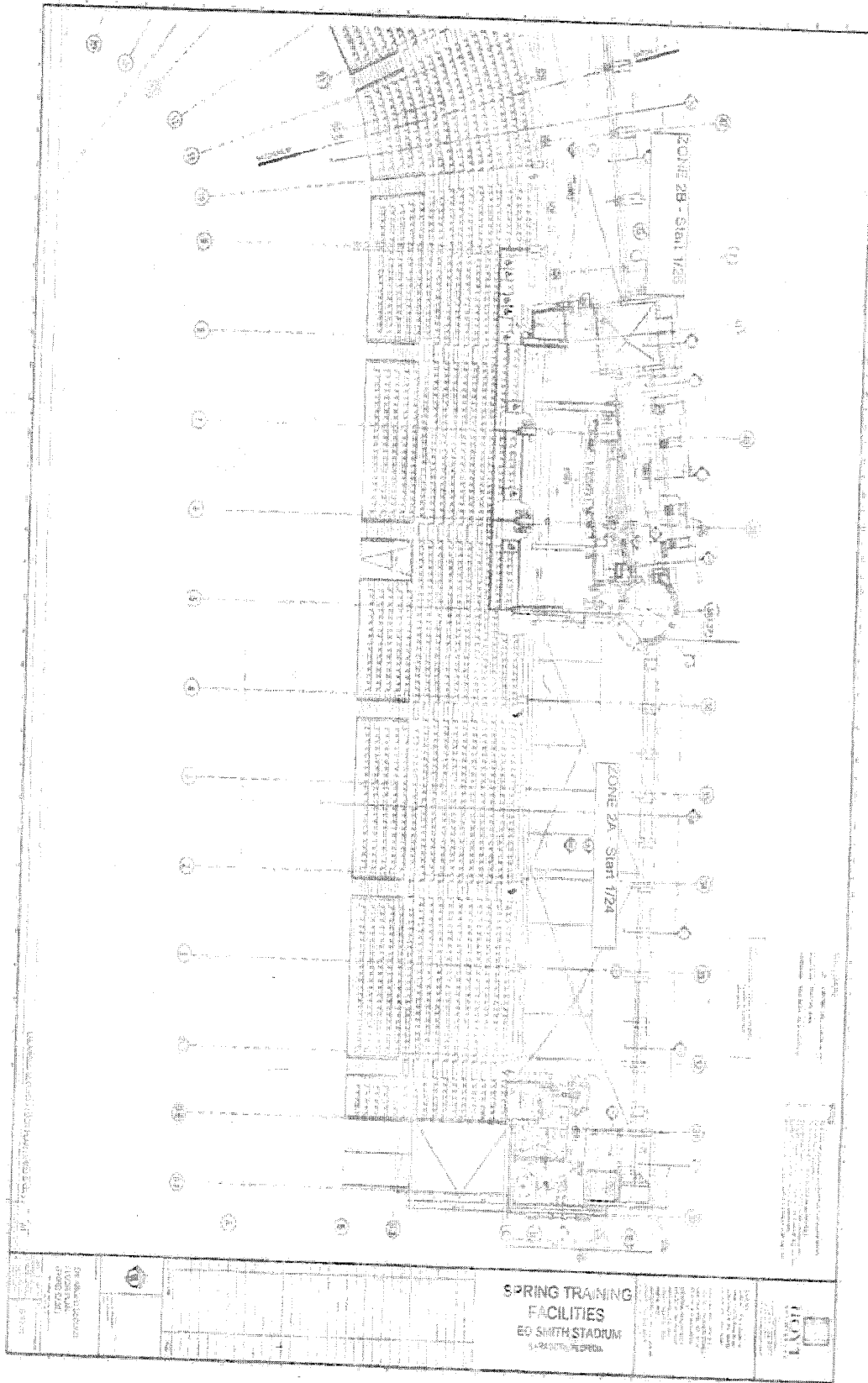
ZONE 1G - SHIRT 1/2

ZONE 1F - SHIRT 1/8

LEGEND  
 1. CONCRET  
 2. ASPHALT  
 3. GRAVEL  
 4. SAND  
 5. GRADE  
 6. EXISTING  
 7. NEW  
 8. TO BE REMOVED  
 9. TO BE RELOCATED  
 10. TO BE ADDED  
 11. TO BE DELETED  
 12. TO BE MODIFIED  
 13. TO BE PRESERVED  
 14. TO BE RECONSTRUCTED  
 15. TO BE REPAIRED  
 16. TO BE MAINTAINED  
 17. TO BE DEMOLISHED  
 18. TO BE RECYCLED  
 19. TO BE REUSED  
 20. TO BE REFINISHED



DATE: 10/1/77  
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 CHECKED BY: [Name]  
 PROJECT NO.: [Number]



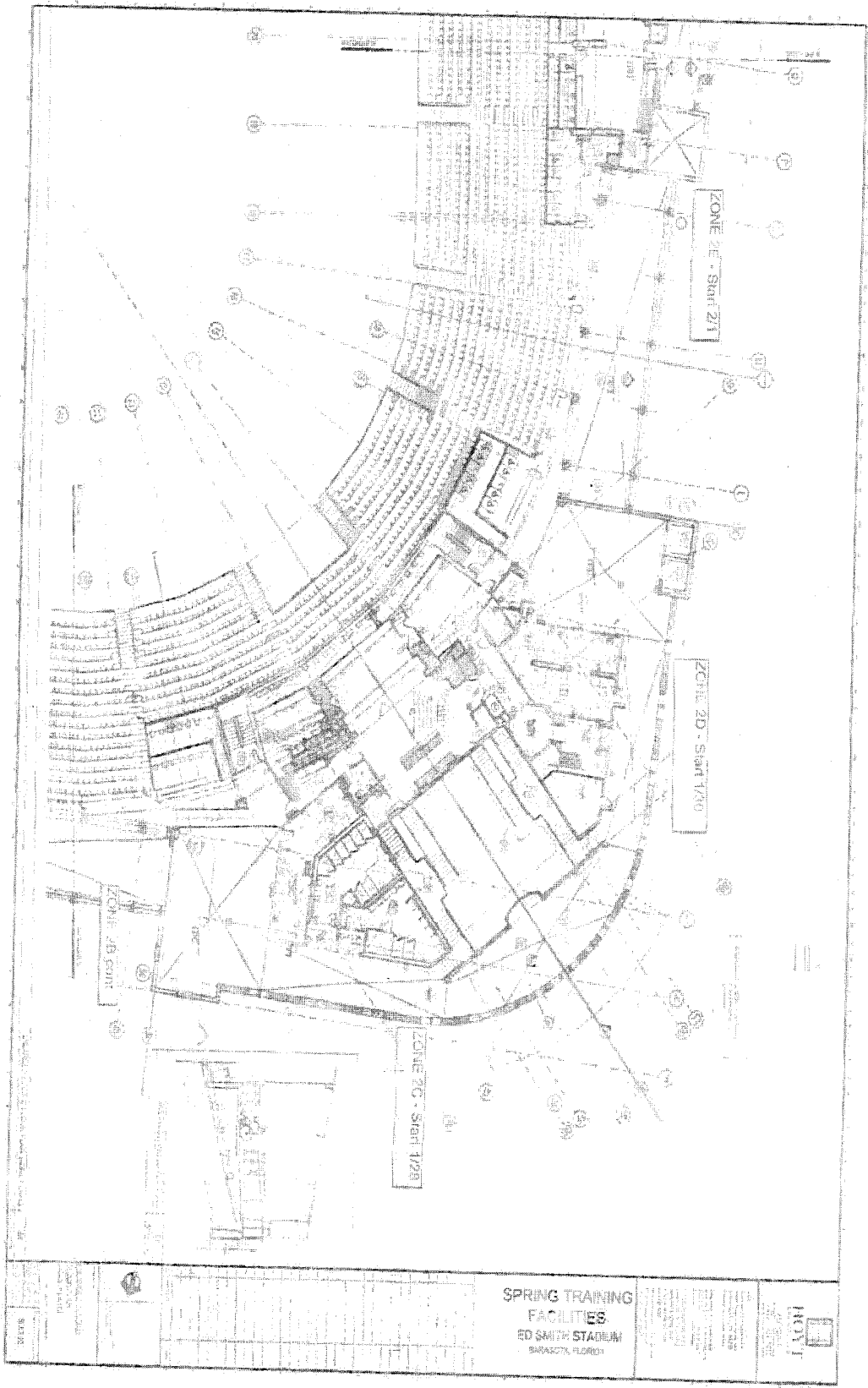
**SPRING TRAINING FACILITIES**  
**ED SMITH STADIUM**  
 51-24-0010-10000



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 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 SCALE: AS SHOWN

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3	ISSUED FOR AS-BUILT	01/14/08

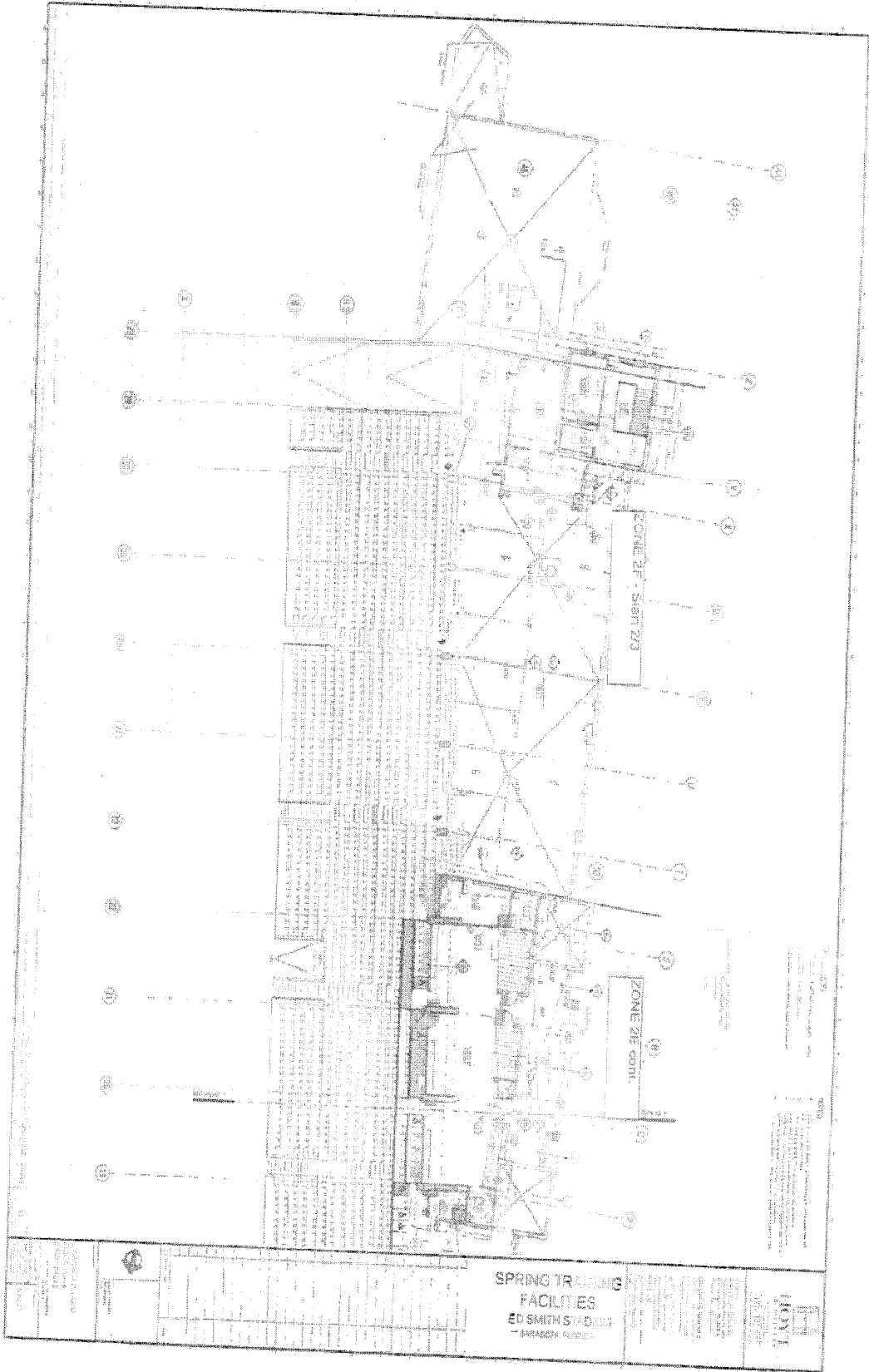
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 SHEET NO. 10000-10000-10000  
 TOTAL SHEETS: 10000-10000-10000



**SPRING TRAINING  
FACILITIES**  
ED SMITH STADIUM  
MIAMI, FLORIDA



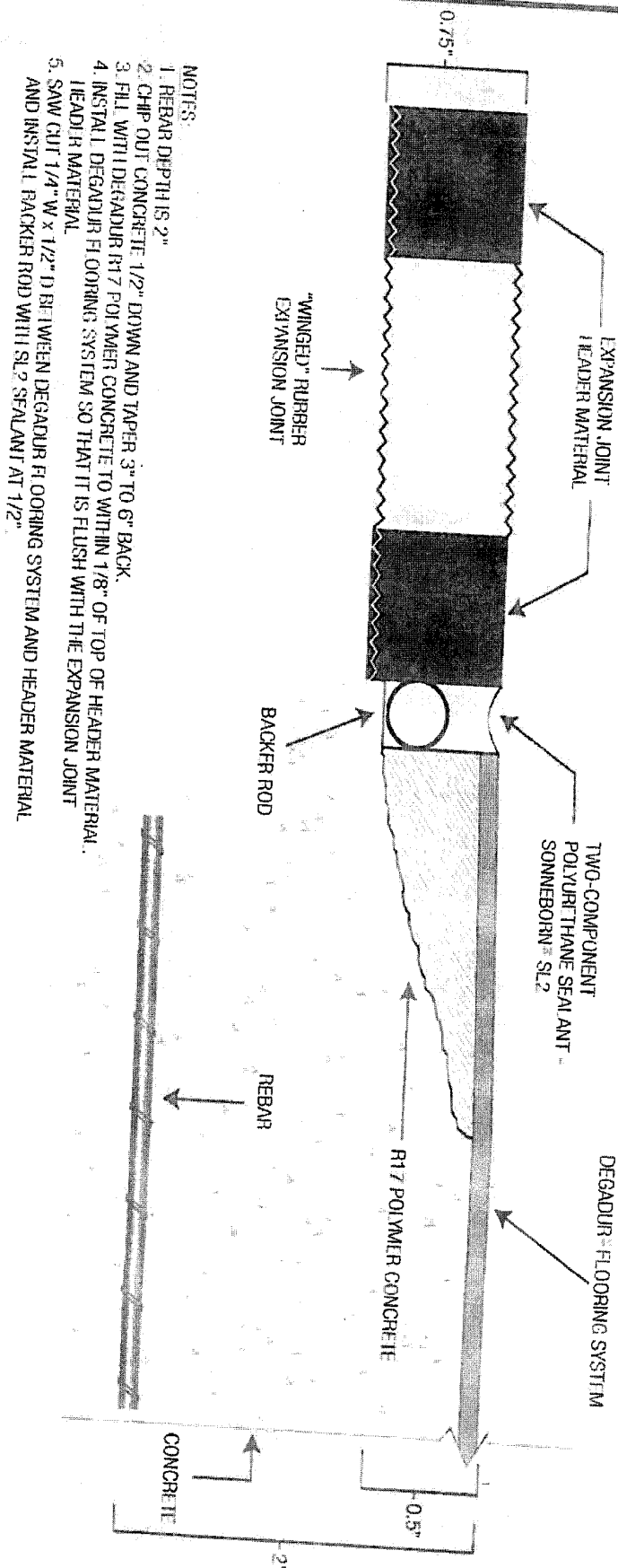
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SPRING TRAINING  
 FACILITIES  
 ED SMITH STADIUM  
 - PARSONS DESIGN

DATE: 05/11/04  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]

NO.	REVISION	DATE	BY	CHECKED
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17	ISSUED FOR CONSTRUCTION	05/11/04	[illegible]	[illegible]
18	ISSUED FOR CONSTRUCTION	05/11/04	[illegible]	[illegible]



- NOTES:
1. REBAR DEPTH IS 2"
  2. CHIP OUT CONCRETE 1/2" DOWN AND TAPER 3" TO 6" BACK.
  3. FILL WITH DEGADUR R17 POLYMER CONCRETE TO WITHIN 1/8" OF TOP OF HEADER MATERIAL.
  4. INSTALL DEGADUR FLOORING SYSTEM SO THAT IT IS FLUSH WITH THE EXPANSION JOINT LEADER MATERIAL.
  5. SAW CUT 1/4" W x 1/2" D BETWEEN DEGADUR FLOORING SYSTEM AND HEADER MATERIAL AND INSTALL BACKER ROD WITH SL2 SEALANT AT 1/2"

STANDARD DETAILS

**SRS Degadur®**  
Termination at Expansion Joint Header

DATE CREATED	BY
REVISIONS	DESCRIPTION

**BASF**  
The Chemical Company  
BASF Corporation  
Building Systems  
889 Valley Park Drive  
Shakopee, MN 55379

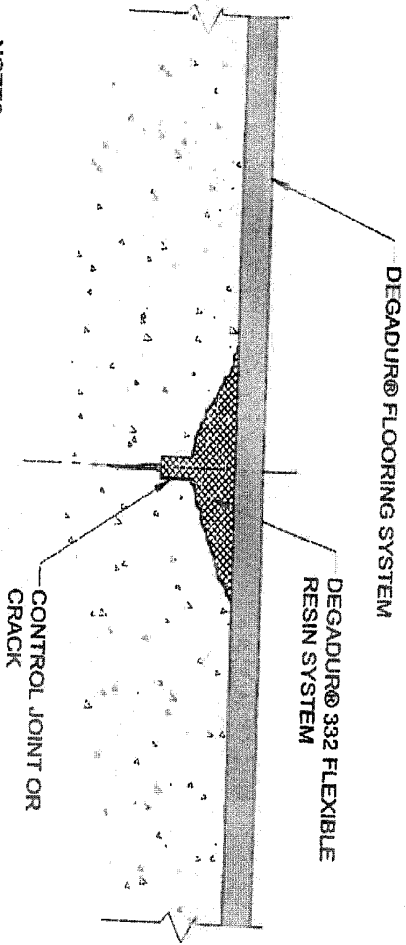
Customer Service: 800-433-9517  
Technical Service: 800-243-6739  
www.buildingsystems.basf.com





COMPLETION DATE DATE	07 AUG 2006	INSTALLATION	W/JG
DATE CREATED	28 APR 2006	DATE OF CREATION	W/JG
ISSUANCE REF	B-1028		

STANDARD DETAIL  
**SRS DEGADUR®**  
 CONTROL JOINT / CRACK REPAIR



- NOTES:
1. OPEN CRACK OR JOINT BY CHIPPING OR SAWCUTTING
  2. PRIME CONCRETE
  3. FILL CRACK OR JOINT WITH DEGADUR® 332 FLEXIBLE RESIN SYSTEM
  4. INSTALL DEGADUR® FLOORING SYSTEM

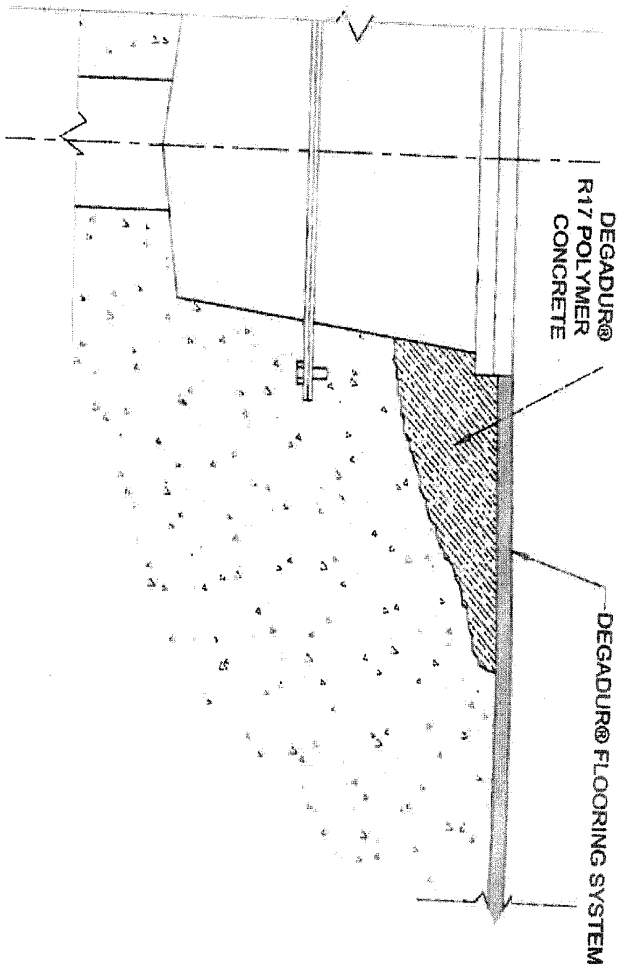
**1**  
 SECTION AT JOINT OR CRACK  
 SCALE: FULL SIZE

**BASF**  
 The Chemical Company  
 BASF Building Systems  
 869 Valley Park Drive  
 Shakopee, MN 55379

Customer Service: 800-443-9517  
 Technical Service: 800-243-6739  
[www.basfbuildingsystems.com](http://www.basfbuildingsystems.com)



- NOTES:
1. CHIP OUT CONCRETE 1/2" TO 3/4" DOWN AND TAPER 3" TO 6" BACK
  2. FILL W/ DEGADUR® R17 POLYMER CONCRETE TO WITHIN 1/8" OF TOP OF DRAIN
  3. FINISH DEGADUR® FLOORING SYSTEM TO TOP OF DRAIN.



1 SECTION AT DRAIN  
B-1026 SCALE: 6" = 1'-0"

CLIENT DESIGN DATE	DESIGNED BY
07 AUG 2006	WJG
DATE CHECKED	CHECKED BY
28 APR 2006	WJG
REVISION NO.	
B-1026	

STANDARD DETAIL  
**SRS DEGADUR®**  
TERMINATION AT DRAIN

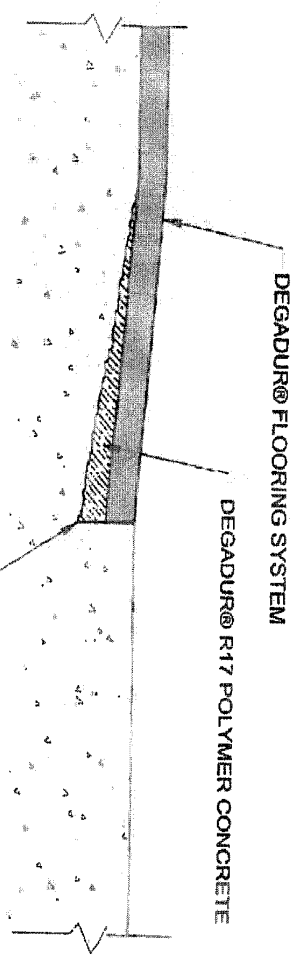
This detail is not to be construed as a recommendation or endorsement of any product or manufacturer. It is the responsibility of the user to verify the compatibility of all materials and to obtain the necessary approvals for any use of this detail. The user shall be responsible for any and all claims, damages, or liabilities arising from the use of this detail. The user shall also be responsible for any and all claims, damages, or liabilities arising from the use of any product or manufacturer not specifically mentioned in this detail. The user shall also be responsible for any and all claims, damages, or liabilities arising from the use of any product or manufacturer not specifically mentioned in this detail.

**BASF**  
The Chemical Company  
BASF Building Systems  
889 Valley Park Drive  
Shakopee, MN 55379

Customer Service: 800-443-9517  
Technical Service: 800-243-8739  
www.basfbuildingsystems.com  
**SRS**  
FLOORING

DATE OF ISSUE	07 AUG 2006	DESIGNED BY	W/JG
DATE OF REVISION	28 APR 2006	DESIGNED BY	W/JG
DRAWING NO.	B-1027		

STANDARD DETAIL  
**SRS DEGADUR®**  
 TERMINATION AT UNTOPPED AREAS



NOTE:  
 1. FLOOR COATINGS LESS THAN 60 MILS THICK  
 MAY BE TERMINATED USING DUCT TAPE

SAWCUT TO A DEPTH EQUAL TO  
 TWICE THE FLOORING THICKNESS AND TAPER  
 CONCRETE 2" TO 3" BACK (SEE NOTE 1)

**1** SECTION AT TERMINATION  
 SCALE: FULL SIZE

**BASF**  
 The Chemical Company  
 BASF Building Systems  
 889 Valley Park Drive  
 Shakopee, MN 55379

Customer Service: 800-443-9517  
 Technical Service: 800-243-6739  
 www.basfbuildingsystems.com

**SRS**  
 FLOORING

**DEGACLAD CF  
1/8" SL Full Flake Flooring System  
Specification**

**PART 1 - GENERAL**

1.01 WORK INCLUDED

- A. Work described in this section includes surface preparation and installation of Methyl Methacrylate (MMA) Acrylic Floor Coating System.
- B. See drawings for locations and quantities.

1.02 RELATED WORK – Not Used

1.03 SYSTEM DESCRIPTION

- A. The DEGACLAD CF R61SL Full Flake floor topping system shall be 1/8" thick R61SL (color and texture selected by owner), with appropriate Primer and Topcoat.
- B. The DEGACLAD CF R61SL Full Flake topping system shall cure and be available to normal traffic in no more than 60 minutes at 68° F. after application of last coat. The cured material shall have a minimum compressive strength of 6,000 psi in accordance with ASTM C109. It shall have a maximum water absorption value of 0.05 weight percent in accordance with ASTM D570. It shall be chemically resistant to a wide range of acids, alkalis, salts, fats, oils, and other chemicals.
- C. The finished floor coating system shall be uniform in color, texture, and appearance. All edges that terminate at walls, floor discontinuities, and other embedded items shall be sharp, uniform, and cosmetically acceptable with no thick or ragged edge. The Contractor shall work out an acceptable masking technique to ensure the acceptable finish of all edges.
- D. See Paragraph 3.04 and/or 3.07 for number and thicknesses of each coat/layer in each system.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications:

- 1. Acceptable manufacturer: BASF Performance Flooring/SRS, 889 Valley Park Drive, Shakopee, MN 55379 800-433-9517, 443-858-4572

2. No request for substitution shall be considered that would change the generic type of coating system specified (i.e., 100% reactive, Methyl Methacrylate based acrylic liquid). Equivalent materials of other manufacturer's may be substituted only on approval of the Owner. Requests for substitution will be considered if submitted with the bid. Requests shall include the respective manufacturer's technical literature for each product giving the name, generic type, descriptive information, recommended dry film thickness (DFT), Material Safety Data Sheet (MSDS), and certified test reports showing results to equal performance criteria of products specified herein.

3. Manufacturer must show a minimum 10 year history of manufacturing MMA products for the stadium industry. Manufacturer must show a minimum of 10 projects of equal size, and magnitude as this project.

B. Applicator Qualifications:

1. Pre-qualification requirements: Each bidder for this project shall be prequalified and approved by the material manufacturer at the time of bid submittal. Acceptability will include judgement on equipment, history, and financial strength. In no case will SRS/BASF permit the application of any of its materials by untrained, non-approved Contractor or personnel.

2. Each approved applicator shall have been trained by the Manufacturer in all phases of surface preparation and application of the specified flooring system(s).

3. Each approved applicator must have five years experience of installing the specified flooring system and submit a list of five projects/references as a prequalification requirement. All of the five projects/references must be of the same type, equal size, quantity, and magnitude to this project as a prequalification requirement. Owner has the option to personally inspect the projects/references to accept or reject any of the Contractors prior to bid time as a prequalification requirement.

C. Subcontractor Qualifications:

1. The only approved and specified subcontractors for this resurfacing work shall be for shot-blast cleaning of the concrete substrate.

D. Acceptance Sample:

1. A minimum one-foot square representative sample of the specified flooring system shall be prepared by the Manufacturer's representative and submitted to the Owner prior to the bidding phase of the project. All bidders shall inspect the "acceptance sample" before submitting their bids.

2. The installed flooring system shall be similar to the acceptance sample in thicknesses of respective film layers, color, texture, overall appearance and finish.

E. Bond Testing:

1. Surface preparation efforts shall be evaluated by conducting Bond Tests at the site prior to application of the flooring system(s).
2. See paragraph 3.03 - B or consult with Material Manufacturer for specific procedure.

F. Pre-Job Meeting

1. Owner requires a Pre-Job Meeting with representatives of Owner, Contractor/Applicator, and Material Manufacturer in attendance. The agenda shall include a review and clarification of this specification, application procedures, quality control, inspection and acceptance criteria, and production schedules. Applicator is not authorized to proceed until this meeting is held or waived by Owner.

1.05 REFERENCE STANDARDS

- A. ACI 308 - Standard Practice for Curing Concrete
- B. ACI 302.1R-80 - Guide for Concrete Floor and Slab Construction
- C. United States Department of Agriculture (USDA) and Food and Drug Administration (FDA) authorization for incidental contact with foodstuffs.

1.06 SUBMITTALS

- A. Acceptance Sample: One foot square (1 ft. by 1 ft.) sample of the specified acrylic flooring system applied to hardboard or similar backing for rigidity and ease of handling.
- B. Manufacturer's Literature: Descriptive data and specific recommendations for surface preparation, mixing, and application of materials.
- C. Manufacturer's Material Safety Data Sheets (MSDS) for each respective product to be used.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. All material shall be delivered in original Manufacturer's sealed containers with all pertinent labels intact and legible.
- B. Store materials in dry protected area between 25° and 80° Fahrenheit. Keep out of direct sunlight. Protect from open flame; keep all containers grounded.
- C. Follow all Manufacturer's specific label instructions and prudent safety practices for storage and handling.

#### 1.08 PROJECT / SITE CONDITIONS

- A. Material, air, and surface temperatures shall be in the range of 25° to 85° Fahrenheit during application and cure, unless a special formulation is being used and Manufacturer has been consulted.
- B. Relative humidity in the specific location of the application shall be less than 85 percent and the surface temperature shall be at least 5 degs. above the dew point.
- C. Concrete shall have a moisture emission rate of no more than 5 lbs. per 1000 sq. ft. per 24 hour period as determined by proper Calcium Chloride Testing.
- D. Foodstuffs are the responsibility of the Owner and shall have been removed from the area of application by the Owner or his representatives.
- E. Vapor barriers and/or suitable means shall have been installed beneath grade slabs to prevent vapor transmission.

#### 1.09 WARRANTY

- A. SRS/BASF warrants that materials shipped to buyers are at the time of shipment substantially free from material defects and will perform substantially according to SRS published literature if used strictly in accordance with SRS's prescribed procedures and prior to expiration date.
- B. BASF's liability with respect to this warranty is strictly limited to the value of the material purchased.
- C. BASF has no responsibility for the application and processing of products and is under no circumstances liable to any third party whatsoever.

#### 1.10 SEQUENCING/SCHEDULING – Not Used

## PART 2 - PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. SRS/BASF Performance Flooring, 2534 Londonderry Rd. Lutherville, MD 21093 (443) 858-4572

### 2.02 MATERIALS

A. DEGACLAD CF R61SL Methyl Methacrylate (MMA) Acrylic Resin System:

1. Saturating Primer/Sealer Coat:  
Degadur R41i
2. Patching/Sloping:  
Degadur R17 Polymer Concrete
3. Topping:  
R61SL Self-Leveling, consisting of Degadur R61 resin and SRS Filler SL with Colored Flake broadcast.
4. Topcoat (2):  
Degadur R71 Colorless Topcoat Resin
5. SRS Colored Flake for broadcasting: Oriole Park Lower Concourse custom blend number 08-0405.
7. Glass bead at a rate of 5 lbs per 100 square feet to be broadcast into the first topcoat to achieve added slip resistance.

#### 2.02.01 PRODUCT PERFORMANCE CRITERIA

A. Degadur R41i Primer/Sealer

- |   |                  |
|---|------------------|
| 1. Percentage Reactive Resin:   | 100%             |
| Percentage Solids   | 100%             |
| 2. Water Absorption, Wt. % (ASTM D570):                                     | less than 0.6    |
| 3. Tensile Strength, psi (ASTM D638)  | 3550             |
| 4. Tensile Modulus, psi X 10 to the 5th (ASTM D638):                        | 2.1              |
| 5. Coefficient of Thermal Expansion, in./in./deg. F (ASTM D696):            | .000035          |
| 6. Electrical Resistivity (ASTM D257):                                      |                  |
| Volume Resistance, ohm-cm:  | 10 <sup>15</sup> |
| Surface Resistance, ohm:  | 10 <sup>12</sup> |
| 7. Water Vapor Transmission (DIN 53122), g/cm-hr-mm Hg X 10 <sup>-9</sup> : | 1.4              |



B. Degadur R17 Polymer Concrete

1. Percentage of reactive resin	100%
2. Water Absorption, Wt. % (ASTM D570):	0.02
3. Tensile Strength, psi (ASTM D638)	1200
4. Tensile Modulus, psi X 10 to the 5th (ASTM D638):	1.2
5. Coefficient of Thermal Expansion, in./in./deg. F (ASTM D696) psi x10 <sup>-6</sup> :	18
6. Compressive Strength, psi (ASTM C39) (ASTM C109)	7,800 9,200

C. Degadur R61SL Topping

1. Percentage of reactive resin:	100%
Percentage of solids:	100%
2. Water Absorption, Wt. % (ASTM D570):	0.04
3. Compressive Strength, psi (ASTM C109): (ASTM D695):	6,000-8,000 6,000
4. Tensile Strength, psi (ASTM D638):	1,050
5. Tensile Modulus, psi (ASTM D638):	720,000
6. Flexural Strength, psi (ASTM D790):	3,500
7. Coefficient of Thermal Expansion, in./in./deg. F (ASTM D696):	.000019
8. Electrical Resistivity, (ASTM D257) Volume Resistance, ohm-cm:	10 <sup>14</sup>
9. Chemical Resistance, ASTM D543:	
Effect of weak acids:	none
Effect of strong acids:	slight
Effect of alkalis:	none
Effect of salt solutions:	none
Effect of oil, grease:	none
Effect of sunlight (UV radiation):	none

D. Degadur R 7J Colorless Topcoat Resin

1. Percentage Reactive Resin:	100%
Percentage Solids:	100%
2. Water Absorption, Wt. % (ASTM D570):	0.04
3. Tensile Strength, psi (ASTM D638):	3555
4. Tensile Modulus, psi (ASTM D638):	210,000
5. Coefficient of Thermal Expansion (ASTM D696) in./in./deg. F:	.000035
6. Electrical Resistivity (ASTM D257):	
Volume Resistance, ohm-cm:	10 <sup>15</sup>
Surface Resistance, ohm:	10 <sup>12</sup>
7. Water Vapor Transmission (DIN 53122) g/cm-hr-mm Hg X 10 <sup>-9</sup> :	1.43
8. Chemical Resistance, ASTM D543:	
Effect of weak acids:	none
Effect of strong acids:	slight
Effect of alkalis:	none
Effect of salt solutions:	none

Effect of oil, grease: none  
Effect of sunlight (UV radiation): none

#### 2.02.02 PRODUCT INSTALLATION & APPLICATION CRITERIA

##### A. All SRS Material Systems:

1. Pot Life at 68° F.: 10-15 minutes
2. Cure Time at 68° F.: 60 minutes
3. Recoat Time at 68° F.: 60-90 minutes

#### 2.03 MIXES

- A. Follow Manufacturer's prescribed procedures and recommendations.

### PART 3 - EXECUTION

#### 3.01 PRE-WORK INSPECTION

- A. Examine all surfaces to be coated with MMA material systems and report to the Owner any conditions that will adversely affect the appearance or performance of these coating systems and that cannot be put into acceptable condition by the preparatory work specified in Paragraph 3.03.
- B. Do not proceed with application until the surface is acceptable or authorization to proceed is given by the Owner.
- C. In the event that Applicator has employed all acceptable methods of surface preparation and cannot remedy adverse conditions that would lead to failure of the installation, Applicator shall withdraw from the contract and Owner will be financially responsible only for preparation efforts.

#### 3.02 GENERAL

- A. Material storage area must be selected and approved by Applicator and Owner or his representative.
- B. Owner will furnish electricity and water for use by Applicator.
- C. If existing ventilation is inadequate, Applicator will provide sufficient ventilation to allow complete air exchange every five (5) minutes.

- D. Owner shall provide means for disposal of construction waste only. Applicator shall provide means of disposal of all other waste.
- E. Applicator will protect adjacent surfaces not to be coated with masking and/or covers. Owner's equipment shall be protected from dust, cleaning solutions, and flooring materials.

### 3.03 PREPARATION

#### A. Surface Preparation - General

1. Concrete substrate must be clean and dry. Dislodge dirt, mortar spatter, paint overspray, and other dry surface accumulations and contamination by scraping, brushing, sweeping, vacuuming, and/or compressed air blowdown.
2. Surfaces that are heavily contaminated shall be cleaned with the appropriate degreaser, detergent, or other appropriate cleaner/surfactant followed by thoroughly rinsing with fresh water to remove the accumulation prior to mechanical cleaning efforts. Mechanical cleaning will not remove such deposits, but only drive them deeper.
3. Concrete shall have a moisture emission rate of no more than 5 lbs. per 1000 sq. ft. per 24-hour period as determined by proper Calcium Chloride Testing.

#### B. Bond Testing

1. The Applicator shall evaluate all surface preparation by conducting bond tests at strategic locations.
2. Mix six (6) ounces of the primer to be used in the application with #10-#12 mesh, dry quartz sand until an easily trowelable mixture is obtained. Add 10% by volume SRS Powder Hardener and mix well. Apply palm-sized patties 1/8" to 1/4" thick.
3. After one (1) hour at (68° F.), patties must be cured tack-free and cooled to ambient temperature of concrete. Remove patties with hammer and chisel and examine fracture/delamination plane. Concrete with fractured aggregate must be attached to the entire underside of the patty.
4. If only laitance or a small amount of concrete is attached or if interface between patty and substrate is tacky, further substrate preparation is required.
5. If further surface preparation is required, bond tests shall be conducted again when this has been completed.

6. If no amount or kind of surface preparation produces satisfactory bond tests, the applicator shall report that to the Owner and Manufacturer.

C. Mechanical Surface Preparation and Cleaning

1. All accessible concrete floor surfaces shall be mechanically blast cleaned using a mobile steelshot, dust recycling machine such as BLASTRAC, as manufactured by Wheelabrator Corp., or approved equivalent. All surface and embedded accumulations of paint, toppings, hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a profile similar to 40 grit sandpaper and exposing the upper fascia of concrete aggregate.
2. Floor areas inaccessible to the mobile blast cleaning machines shall be mechanically abraded to the same degree of cleanliness, soundness, and profile using vertical disc scarifiers, starwheel scarifiers, needle guns, scabblers, or other suitably effective equipment.
3. After blasting, traces or accumulations of spent abrasive, laitance, removed toppings, and other debris shall be removed with brush or vacuum.
4. Conduct Bond Tests to check adequacy of surface preparation. See Paragraph 3.03 - B (Bond Testing).
5. Application of the respective specified material system(s) must be completed before any water or other contamination of the surface occurs.

3.04 INSTALLATION

A. Application of R61SL Colored Flake Flooring System consists of:

- 1) applying the primer/sealer;
- 2) performing patching and sloping with R17;
- 3) re-priming R17 areas;
- 4) applying the topping, broadcasting the Colored Flake;
- 5) applying the topcoats; and
- 6) Time for curing (45 - 60 minutes) shall be allowed between each coat.

NOTE: Thicknesses are specified below and/or in Paragraph 3.07.

- B. Open only the containers of component materials to be use in each specific application as needed. Refer to Manufacturer's data sheets for pot-life/temperature relationship to determine size of batches to mix and mix ratios for each respective coat of the system.
- C. Measure, add, and mix the initiator (SRS Powder Hardener) into the respective resin components in the proportions recommended by the Material Manufacturer. Pot life is short, so mix only as much material at a time as can be easily and efficiently applied.
- D. Joints a cracks larger than 1/16" are to be saw cut, 332 flexible resin installed and fiberglass incorporated.
- E. Sonneborn two component polyurethane joint sealant to be used at moveable joints and at the termination of the flooring system at expansion joint header.
  - 1) Joint sealant color around columns and perimeter walls to be Brick Buff
  - 2) Joint sealant color at expansion joint headers to be Black

#### 3.04.01 PRIME COAT

- A. Measure, add, and mix the i-component, and initiator (SRS Powder Hardener) into the respective resin components in the proportions recommended by the Material Manufacturer.
- B. Pour the mixture batches onto the floor surface and use an 18" wide, 1/2" - 3/4" thick-napped, solvent-resistant paint roller to roll out the material at a rate of 100 sq. ft./ gal. to form a uniform, continuous film, ensuring that all crevices, cracks, other surface discontinuities have been saturated and coated. Use a paint brush to reach areas inaccessible to the roller. Work quickly and deliberately; the pot life is short (10 -15 minutes). Do not leave any "puddles"; roll out any such accumulations.
- C. Allow the primer/sealer coat to cure.
- D. If any of the concrete has absorbed all of the primer or if the concrete still has a dry look, reprime these areas before applying Wearcoat or Topcoat.

#### 3.04.02 COVING – Not Required

#### 3.04.03 PATCHING/SLOPING

- A. Measure, add, and mix the R17 Resin, Powder Component, and nessecary aggregate (if required) in the proportions recommended by the Material Manufacturer.
- B. Use mixture to repair any damaged concrete, or to slope any areas as needed.

- C. Once cured, material must be re-primed before topping system is applied.

#### 3.04.04 TOPPING

- A. Size the batches, and mix according to Manufacturer's instructions. The entire batch should be poured and spread at once, i.e., do not let material set in pail.
- B. Spread the topping material with a gauge rake set to a depth of 1/8".
- C. Immediately after application, roll with a porcupine roller available from the Manufacturer to release any trapped air from the topping.
- D. Broadcast Colored Flake into the fresh material before it begins to cure. It is important that the flake "rains" down, and not be thrown into, the surface.
- E. Allow the topping to cure.
- F. Remove excess flakes by sweeping, "blow-down", and/or vacuuming. Lightly abrade surface to remove loosely bonded Colored Flake with a medium-stiff brush on a swing style floor machine or abrade using med-coarse fiber pad, or stiff bristle push-broom. Vacuum prior to next step.

#### 3.04.05 FIRST TOP COAT

- A. Apply with clean rollers at a rate of 100 sq. ft./gal. in the same way as the Primer/Sealer was applied as described in Paragraph 3.04.01.
- B. Broadcast glass beads into wet topcoat resin; size and rate as determined by owner.
- C. Allow topcoat to cure. Vacuum all dust, paying particular attention to edges and corners.

#### 3.04.06 SECOND TOPCOAT

- A. Apply with clean rollers at a rate of 100 - 125 sq. ft./gal. in the same way as the Primer/Sealer was applied as described in Paragraph 3.04.01.
- B. Allow topcoat to cure.

#### 3.05 FIELD QUALITY CONTROL/INSPECTION

- A. Applicator shall request acceptance of surface preparation from the Owner before application of the prime/seal coat.

- B. Applicator shall request acceptance of the prime/seal coat from the Owner before application of subsequent specified materials.
- C. All work not acceptable to the Owner must be corrected before consideration of final acceptance.

### 3.06 CLEANING

- A. Applicator shall remove any material spatters and other material that is not where it should be. Remove masking and covers taking care not to contaminate surrounding area.
- B. Applicator shall repair any damage that should arise from either the application or clean-up effort.

### 3.07 COATING SCHEDULE

- A. Primer shall be R41i. Application rate shall be approx. 100 sq.ft. per gallon (approx. 12 mils).
- B. Patching/Sloping material shall be R17.
- C. Body coat shall be R61SL applied with a gauge rake set at 1/8" for a rate of 40 sq. ft. per batch. Colored Flake to be broadcast into the uncured topping. Broadcast rate of 0.10 - 0.15 pounds per sq. ft.
- D. Clear topcoat shall be R71; apply at the rate of 100 sq. ft. per gallon for the first coat, add broadcast media for texture at this time, and 100 - 125 sq. ft. per gallon for the second application.

**END OF SECTION**

# **EXHIBIT D**





Hunt Construction Group, Inc.  
7680 Universal Blvd.  
Suite 201  
Orlando, FL 32819

Job: Ed Smith Stadium  
2700 12<sup>th</sup> Street  
Sarasota, FL 34237

Dear Mr. Ut:

Below is our standard 2 year warranty statement which covers the Ucrete product (MMA) which was used on this installation at the above location.

**ADVANCED SURFACES CORPORATION  
TWO YEAR WARRANTY STATEMENT**

Now therefore, ADVANCED SURFACES CORPORATION, issues the following two (2) year warranty covering:

1. *Workmanship.* Based upon flatness, texture, color, and intended usage agreed by the client and the ADVANCED SURFACES representative.
  2. *Adhesion.* Bond to existing concrete/substrate upon completion of 1/4" or thicker floor system. Advanced Surfaces installation teams will be completely responsible for cleaning and preparing the substrate both mechanically and chemically in order to achieve a surface ready for the recommended resinous floor product to adhere.
  3. *Performance of Materials.* Based upon usage remaining within the chosen product data specifications. (ie. chemical resistance, impact resistance, etc.)
- Exclusions
    1. extreme mechanical abuse beyond intended use.
    2. decreased longevity of non-skid features due to extreme traffic and dragging.
    3. failure of floor due unintended temperature extremes. (exceptions to this must be agreed upon before installation)

ADVANCED SURFACES CORPORATION must be notified immediately upon the findings of a problem. Any areas must be repaired immediately so as not to cause greater harm.

Two year warranty is a non-prorated warranty and will begin at the completion date of the installation

  
Paul Patuka  
President

3355 Liberty Rd. Villa Rica, GA 30180

TOLL FREE: 800-963-4632    PHONE NO. 770-920-0066    FAX NO. 770-947-9737

**BUILDING SYSTEMS**  
**Limited Warranty - R026913**

**Degaciac CF**

**Coverage : Material**

**Duration : 5 Years**

**Project Site**

Name : Ed Smith Stadium

Address : 2700 12th Street

City : Sarasota

State : FLORIDA

Date of Application : April 15, 2013

Applicator Name : Advanced Surfaces Corp.

Purchaser Name : Advanced Surfaces Corporation

*This is to certify that the above named product has been applied to the area described in the Project site above. This warranty makes no allowance for deviations or omissions from the information provided in the online application. Any misrepresentation or fraudulent statement in the application for Limited Warranty renders the Limited Warranty void.*

BASF Corporation – Building Systems (hereinafter BASF) 889 Valley Park Drive, Shakopee, MN 55379, hereby warrants that, subject to the provisions hereof, the Degaciac CF (the "Product") as manufactured satisfies the product performance criteria under the terms specified in the current Degaciac CF product data sheet. The current product data sheet can be obtained at [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com). Any claims brought against BASF relative to the referenced product and project shall constitute full acceptance of all terms and conditions contained herein. The remedies of this warranty shall be considered only when EACH of the following FIVE conditions exists: (i) BASF must have been notified of the unsatisfactory condition during the covered period following the date of application and this notification to BASF shall be in writing within 30 days of the occurrence; (ii) BASF is afforded the opportunity to inspect any such areas, at such time, as may be reasonably requested; (iii) The BASF supplied product has been proven not to satisfy the published product performance criteria; (iv) This product discrepancy must have directly contributed to the unsatisfactory condition in question; and (v) Full payment has been received by BASF for the BASF materials supplied to the referenced project.

**EXCLUSIONS:**

This warranty does not apply, and BASF makes no warranty and disclaims all liability, where any unsatisfactory condition resulting from misuse or abnormal use or conditions such as, but not limited to: structural cracks or defects, faulty construction, design, non BASF materials, settlement or expansion of the structure, accident, fire or other casualty, lack of suitable vapor barrier or excessive wear. This warranty does not cover claims for color-fastness, appearance or offensive or unpleasant odor, disintegration of the substrate; mechanical damage caused by individuals, tools, or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants. This warranty does not apply, and BASF makes no warranty and disclaims all liability when an unsatisfactory condition has occurred due to lack of adherence to all applicable care and maintenance recommendations or cautions contained or referenced in the product data sheet. If the owner shall make or permit, without prior written consent of BASF, repairs, alterations, or additions to the structure which affect the product or change the use, function or purpose of the structure, this warranty shall become immediately null and void and of no further force and effect. BASF will respond promptly to any written request for consent to repairs, alterations, or additions. Product performance properties are limited to the material as supplied to the project.

**REMEDIES**

The holder's sole and exclusive remedy and BASF's liability shall be limited to:

May 13, 2013

*Flowing*



The Chemical Company

Providing Degraded CF in sufficient quantity to replace solely those areas of the installed product proven to meet the terms of the aforementioned warranty. A suitable replacement product may be employed at the sole discretion of BASF. All other costs associated with the replacement of the product are the sole responsibility of the holder. BASF's liability is limited to the purchase price of the BASF product supplied.

Holder and BASF specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the state of Ohio, or in the state or province in which the project is located, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

#### GENERAL LIMITATIONS

This information and all further technical advice are based on BASF's present knowledge and experience. However, BASF assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, BASF disclaims all CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CLAIMS RELATED TO MOLD, MILDEW, AND FUNGI OR ANY AIR QUALITY PROBLEMS. BASF SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. BASF does not warrant or guarantee the quality of labor used to prepare the surface and to apply or install the products covered by this limited warranty. BASF reserves the right to make any changes according to technological progress or further developments. It is the holder's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the holder to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

This warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.

# **EXHIBIT E**



January 13, 2015

Timothy D. Hensey, Vice President  
Gilbane Building Company  
8433 Enterprise Circle, Suite 100  
Lakewood Ranch, FL 34202

**Subject:       Warranty Notice**  
**Ed Smith Stadium Flooring and Sun Shades**  
**Spring Training Facilities – Ed Smith Stadium Project**  
**Contract Number 2010-316, CIP Number 93055**

Dear Mr. Hensey:

This letter is to provide written notification of items at Ed Smith Stadium that require warranty work. These items include the following:

1. MMA Flooring
2. Sun Shades

In accordance with Section XI.B. of the above referenced contract,

*“The CM at Risk further agrees to have all Work found by the COUNTY or the Orioles to be defective in material or workmanship and not in conformance with the Construction Documents corrected by the appropriate Trade Contractor for a period of two (2) years from the date of Substantial Completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications.”*

This section further states: *“The management of all warranty work is included in the GMP.”*

While the two (2) year warranty period has expired, these particular items are covered by specific warranties and as such requires management by the Construction Manager. It is acknowledged that Gilbane Building Company has been willingly assisting the County and the Orioles with these warranty items by attending on-site meetings and offering suggested solutions.

Please find attached the Warranty Notification letters sent to both Advanced Surfaces Corporation your subcontractor who installed the MMA flooring and Apollo Sunguard Systems, Inc., regarding the Sun Shades.

Your continued cooperation to resolve these warranty issues is appreciated. Thank you for your diligence in pursuing this matter. If you have any questions, please contact me at (941) 650-6402.

Sincerely,

Carolyn Eastwood, P.E., MBA  
Interim County Engineer

c: Patrick Calhoon, Manager, Parks and Recreation  
Isaac Brownman, P.E., Director, Public Works  
David Rovine, Vice President of Orioles-Sarasota, Baltimore Orioles  
Christopher Bauer, Construction Manager, Hunt Construction Group, An AECOM Company  
Gary Hoyt, President, Hoyt Architects

# **EXHIBIT F**



March 15, 2016

Timothy D. Hensey, Vice President  
Gilbane Building Company  
1751 Mound St., Suite 107  
Sarasota, FL 34236

**Subject: Notification of Latent Defect & MMA Flooring  
Ed Smith Stadium – Left Field Settlement & HVAC System  
Spring Training Facilities – Ed Smith Stadium Project  
Contract Number 2010-316, CIP Number 93055**

Dear Mr. Hensey:

As discussed some time ago, there have continued to be settlement issues within the Left Field picnic areas, specifically the stair wells, the adjacent sidewalk/ramp as well as the ticket booth/restroom building. The settlement has resulted in cracks in the walls and floor slab of the restroom, settlement of the stair wells into the picnic area as well as caused differential settlement in the sidewalk/ramp slabs which creates trip hazards. During our previous discussion it was indicated that you did not believe this was a construction related issue. As you may recall, settlement of the Americans with Disabilities (ADA) ramp in a nearby/adjacent vicinity occurred the Summer 2013 and Gilbane replaced the ramp as a warranty item in January 2014. Further, Sarasota County has engaged Ardaman and Associates, Inc., to perform testing to determine the cause of the problem and provide recommended solutions.

With regard to the Methyl Methacrylate (MMA) flooring item, the County provided notification via letter on January 13, 2015 that this was a warranty item. In the Spring of 2012, cracking of the concrete on the second floor concourse became evident. Options to repair the concrete were discussed, the repair methodology was approved by Hoyt Architects and the repairs made by the Gilbane. Due to the extent of the cracking, it was determined that a topping material would be placed over the repaired concrete for aesthetic purposes. Gilbane was also involved in the review of the three topping options considered, with MMA being the selected material.

In addition to these items, questions have come up regarding the HVAC systems in the stadium. Specifically, the Orioles reported to the County in September 2015 that excessive repairs have been occurring for the multiple HVAC systems, and that the manufacturer had reported that parts to the Sanyo HVAC Systems would be limited and, in the future not available for repairs. Further, there has been an excessive amount of refrigerant required, approximately 400 service calls and as reported by the Orioles they have spent over \$80,000 in the past two years on repairs.

This letter is to provide notification and reserve Sarasota County's rights regarding the latent defects associated with the settlement in the left field areas, MMA flooring failures and HVAC system defects.

In accordance with Contract Number 2010-316, Article 11, Section B., we would like to suggest direct discussion with the expectation of resolving these issues. We have already attempted



Notification of Latent Defect  
March 15, 2016

Page 2

through good faith/direction discussions to resolve the MMA flooring failure to no avail. The County views these items as construction defect issues that need to be addressed. By the terms of the contract we are required to notify the surety and by copy of this letter we are fulfilling this obligation. We look forward to your response by March 25, 2016. If we do not receive your response, or a satisfactory response within this timeframe, the County intends to pursue pre-suit mediation in accordance with the contract provisions.

If you have any questions, please contact me at (941) 650-6402.

Sincerely,



Carolyn Eastwood, P.E., MBA  
Transportation Manager

Cc: Carolyn Brown, Director, Parks and Recreation and Natural Resources  
Patrick Calhoun, Manager, Parks and Recreation and Natural Resources  
Isaac Brownman, P.E., Director, Public Works  
David Rovine, Vice President of Orioles-Sarasota, Baltimore Orioles  
Travelers Casualty and Surety Company of America  
Anthony T. Papa, Jr., Willis of Florida, Inc.



April 8, 2016

Timothy D. Hensey, Vice President  
Gilbane Building Company  
1751 Mound St., Suite 107  
Sarasota, FL 34236

**Subject: Response to March 29, 2016 Letter  
Spring Training Facilities – Ed Smith Stadium Project  
Contract Number 2010-316, CIP Number 93055**

Dear Mr. Hensey:

This is in response to your letter of March 29, 2016. The County is looking to address the issues of the MMA flooring, the concrete settlement/cracking issues in the left field picnic and bathroom areas, and the HVAC; and the County wants to resolve these issues prior to the start of the 2017 Spring Training Season.

In light of the above time frame, the County feels the best approach is to schedule a mediation and address these issues through the mediation process. With that in mind, the County, at this time, is initiating the mediation process in accordance with the Claims Dispute provision of the Agreement for Management Services, Article 11, Section B.

The MMA flooring issues have been ongoing over the last few years and remain unresolved. Repairs and discussions have been unsuccessful to date.

With respect to the concrete settlement and cracking issues, discussions to date have been unsuccessful. In response, the County asked Ardaman and Associates to perform a geotechnical engineering evaluation to determine the cause of the problem and to suggest possible remediation options. Ardaman's Geotech Subsurface Reports for the project will be available prior to mediation.

Regarding the HVAC issues, in response to your letter, the County is attempting to gather all available documents pertaining to previous HVAC problems along with previous maintenance and repair documents.

As time is of the essence, the County would like to move forward and set the mediation as soon as possible. With that in mind, please give us the name of your attorney or the person who will be handling the mediation on your behalf as well as the contact person for the Surety so that our attorney, Milan Brkich from the County Attorney's Office, can work out the details for the mediation. If your people want to contact Mr. Brkich directly, he can be reached at (941) 861-7224.

Your cooperation is necessary and appreciated.

Sincerely,

Carolyn Eastwood, P.E., MBA  
Transportation Manager

Notification of Latent Defect  
April 8, 2016

Page 2

Cc: Carolyn Brown, Director, Parks and Recreation and Natural Resources  
Patrick Calhoun, Manager, Parks and Recreation and Natural Resources  
Isaac Brownman, P.E., Director, Public Works  
David Rovine, Vice President of Orioles-Sarasota, Baltimore Orioles  
Travelers Casualty and Surety Company of America

# **EXHIBIT G**



November 4, 2016

**Sent via Certified Mail**

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**Subject: Surety Notification  
Spring Training Facilities – Ed Smith Stadium Project  
Contract Number 2010-316, CIP Number 93055**

Dear Sir:

On June 28, 2009, the County and the Baltimore Orioles executed a Memorandum of Understanding to renovate and upgrade Ed Smith Stadium for the Orioles Spring Training Facilities (“the Project”).

On September 28, 2009, the County entered into a contract with Hoyt/DSW, Inc. dba Hoyt Architects, to be the Architect of Record and Design Architect for the Project.

On May 20, 2010, the County entered into a contract for construction management services with W.G. Mills, Inc., to perform construction services as the Construction Managers at Risk for the Project (CM at Risk). See attached Contract for reference.

On July 26, 2011, Gilbane Building Company assumed the W.G. Mills, Inc. contract and became the CM at Risk for the Project. See attached Assumption Agreement for reference.

In the spring of 2012, concrete cracks were noticed on the stadium concourse areas. In February of 2013, it was agreed through an Interim Field Change Agreement (“IFCA”) that concrete repairs and a Methyl Methacrylate (MMA) floor covering would be applied to the stadium concourses and that the CM at Risk give the County a two year warranty for the work.

In the summer of 2013, the MMA flooring started to show problems in the way of the floor covering, bubbling and cracking. In January of 2014, the problem areas of the floor covering were replaced under the warranty. In the spring of 2014, the bubbling and cracking reappeared and were more extensive and included areas that had previously been repaired.

In January of 2015, the County sent the CM at Risk a Warranty Notice Letter regarding the problem with the flooring. Over the last two years, to accommodate the Orioles Spring Training Season, temporary repairs were done to the flooring, but the defects with the flooring exist and remain unresolved.

In early 2015, concrete floor and wall cracks were discovered in the restroom/pavilion areas in the left field picnic area. At the same time, it was discovered that there were cracks and settlement problems with the concrete stairways and sidewalks in the same area. Shortly after discovery of the concrete cracks and settlement of problems, the CM at Risk was put on notice that this was defective work and the CM at Risk has failed to correct the problems and the problems remain unresolved.

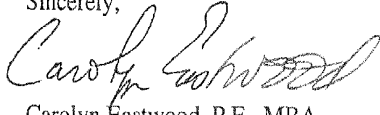
On March 15, 2016 and April 8, 2016, the County sent a Notice of Latent Defects letter to the CM at Risk and the Surety notifying them of the defective work on the flooring and the cracks and settlement issues in the left field area.

Over the last several months, discussions were held with the CM at Risk to address and correct the defective materials and work but the CM at Risk has failed to correct the problems. As a result, this failure of the CM at Risk represents a material breach and default under the contract and the performance bond and the surety is immediately requested to commence performing under the terms of its performance bond. This represents the County's 15-day Notice to Cure in accordance with Article 9, Section II.A.

I look forward to your response. If you have any questions, please feel to call me at 941-861-0890.

Your cooperation is necessary and appreciated.

Sincerely,



Carolyn Eastwood, P.E., MBA  
Transportation Logistics and Programs Manager

Attachments: CM at Risk Contract  
Assumption Agreement

c: Carolyn Brown, Director, Parks and Recreation and Natural Resources, w/o atts.  
Patrick Calhoun, Manager, Parks and Recreation and Natural Resources, w/o atts.  
Isaac Brownman, P.E., Director, Public Works, w/o atts.  
David Rovine, Vice President of Orioles-Sarasota, Baltimore Orioles, w/o atts.  
Tim Hensey, Vice President Gilbane Building Company, w/o atts.