

CONTRACT FOR CONSTRUCTION*

This **CONTRACT FOR CONSTRUCTION** (the “Contract” or the “Agreement”) is made as of this _____ day of _____, 2026 (the “Effective Date”), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Village” or the “Owner”), and **[INSERT NAME OF CONTRACTOR]**, a **[STATE]** **[TYPE OF ENTITY (e.g. Corporation, LLC, etc.)]** authorized to do business in Florida (the “Contractor”). The Engineer for the Village is Wannemacher Jensen Architects, LLC (the “A/E Professional(s)”) and the Village’s Owner’s Representative is Steven P. Buckland (the “Owner’s Representative”).

W I T N E S S E T H

WHEREAS, on **July 8, 2025**, the Village issued **Request for Qualifications No. 2025-006** (the “RFQ”), soliciting qualifications from qualified firms for the construction of Village Hall/Public Safety Complex And Miami-Dade County Fire Station No. 27 (the “Project”), which RFQ is incorporated herein by this reference; and

WHEREAS, on October 21, 2025, the Village Commission adopted Resolution No. 2025-099, selecting various firms, including the Contractor, pursuant to the RFQ for participation in the future second phase of the Project’s competitive solicitation process; and

WHEREAS, on **[date]**, the Village issued Request for Proposals No. 2025-006-01 (the “RFP”) requesting proposals from firms for construction of the Project; and

WHEREAS, on **[DATE]**, the Village adopted Resolution No. **[XX]**, awarding the Contractor this Contract to perform the work for and construct the Project in accordance with the Bid; and

WHEREAS, the Contractor’s response to the RFQ and proposal to the RFP (collectively, the “Bid”) are attached hereto as Composite **Exhibit “C”** and incorporated herein by this reference; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

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ARTICLE 1 THE CONTRACT DOCUMENTS

§1.1 The Contract Documents consist of this Contract, Modified General Conditions of the Contract, the North Bay Village – Village Hall & Safety Complex Permit Set (the “Drawings”) attached hereto as Exhibit “A,” the Technical Specifications prepared by Wannemacher Jensen Architects, LLC and Wolfberg Alvarez & Partners dated August 1, 2024 (the “Specifications”) attached hereto as Exhibit “B,” Addenda issued prior to execution of this Contract, other documents and exhibits listed in this Contract and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract Documents also include the Request for Qualifications No. 2025-006 and Request for Proposals No. 2025-006-01 (collectively, the “Competitive Solicitation”), sample forms, other information furnished by the Village in anticipation of receiving bids or proposals. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

§1.2 Any of the Contract Documents not attached hereto but expressly identified in this Contract are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto.

§1.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale drawings over small-scale drawings. Contractor shall attempt to verify measurements at the Project site, but shall not be responsible for the correctness of such measurements.

ARTICLE 2 THE WORK OF THIS CONTRACT

§2.1 Except as specifically indicated in the Contract Documents to be the responsibility of others, Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work”) including, without limitation as described in the Drawings attached hereto as Exhibit “A,” the Specifications attached hereto as Exhibit “B,” the Competitive Solicitation, and any other documents incorporated herein for the following Project:

CONSTRUCTION OF VILLAGE HALL/PUBLIC SAFETY COMPLEX AND MIAMI-DADE COUNTY FIRE STATION NO. 27

§2.2 RESPONSIBILITY FOR THE CONSTRUCTION OF THE WORK

The Contractor, in full and complete satisfaction of its role as general contractor, hereby accepts responsibility for the completion of the Work as provided by the Contract Documents, and will perform the procurement of materials and equipment required by the Contract Documents, construction coordination, construction, supervision and project management as may be required in order to construct the Work in accordance with the Contract Documents such that the finished Work shall be performed and completed and the Work will be performed in accordance with all required state and local code requirements as are described in the Contract Documents. Notwithstanding, the foregoing shall not be construed to impose any design responsibility on Contractor except where such design responsibility is an existing contractual requirement of the Contractor pursuant to Florida law in performance of the Work or the Contract Documents.

§2.3 The Contractor shall schedule and attend regular meetings with the Village, Owner’s Representative, and A/E Professionals as required for the timely and proper completion of the Project, but in no event less than weekly (once every week). The following people shall attend the meeting on behalf of Contractor: Project Executive and General Superintendent.

§2.4 The Contractor hereby represents and warrants to the Village that the Contractor has and will continue, to the extent appropriate during the Project: (1) to evaluate the scope, schedule and budget established by the Village, for the Project in order, among other things, (a) to assess the quality and soundness of such program, schedule and budget, (b) to identify and evaluate alternatives to the Village’s schedule so as to reduce the time required for construction, (c) to evaluate and recommend alternative materials and systems and methods of achieving the Village’s program schedule and cost requirements or other design parameters, and (2) as and when requested by the Village, Owner’s Representative, and the A/E Professionals to discuss and review the cost, scope and schedule any suggested revisions to same.

§2.5 The Contractor hereby represents and warrants to the Village that (a) the Contractor (as a construction professional and not as a design professional) has carefully reviewed and shall continue to review the Drawings (including all notes and specifications contained in the Drawings), designs and other Contract Documents, (b) the responsibilities of the Contractor are properly identified and assigned therein, and (c) the Contractor will promptly bring to the attention of Village (via written notification) if it discovers that the Drawing (including all notes and specifications contained in the Drawings) contain any errors, omissions, inconsistencies, or areas of conflict or overlap in the Work to be performed by the Contractor, with sufficient advanced notice so as not to delay the progress of the Work.

§2.6 The Contractor shall coordinate and integrate the activities of the A/E Professionals, Contractor, Village, Owner's Representative, and other persons or entities participating in the construction of the Project.

§2.7 Throughout Contractor's performance of the Work, the Village Public Works Director shall serve as the Owner's Representative. Village, in its sole discretion, may replace any Owner's Representative with another upon 24 hours' notice to Contractor. The Contractor shall cooperate with Owner's Representative as set forth in the Contract Documents. Contractor waives any objection to Village's right to replace the Owner's Representative.

§2.8 The Contractor hereby represents and warrants that the Contractor has particular expertise and experience in the construction of projects similar to the Project and in the performance of the Work and other services required hereunder.

§2.9 No recovery for changed market conditions.

In entering into the Contract, Contractor represents and warrants that it has accounted for any and all labor or material shortages, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events (1) COVID-19, Monkey Pox, and related worldwide pandemics ("Pandemics"); (2) the current military conflicts involving Russia and the Ukraine, the current War between the United States and the Islamic Republic of Iran, and Israel and Hamas (the "Military Conflicts"); and (3) the current international tariffs imposed by the United States administration, including any supply chain issues arising therefrom (the "Tariffs"). The Contractor further represents and warrants that in entering into this Contract, it has accounted for any and all labor or material shortages, delivery lead time, or price increases that may be caused by local and or national conditions, including but not limited to impacts from the Pandemics, the Military Conflicts, and the Tariffs. The Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account these impacts from the Market Conditions, Pandemics, the Military Conflicts, and the Tariffs, and has included all of those factors in the Project Schedule and Contract Sum.

The Contractor will not seek any price increases or time extensions relating to or arising from any impacts from the Market Conditions, Pandemics, the Military Conflicts, and the Tariffs.

The Owner shall not be required to make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Article.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Contract and covenants with the Village to cooperate with the Owner's Representative and A/E Professionals. Further, Contractor acknowledges it shall undertake its obligations to Village in performing the Work and utilizing the Contractor's best efforts, skill and judgment in furthering the Work and the interests of the Project and Village as required by the Contract Documents; to furnish efficient business administration and supervision; to furnish at all times a sufficient supply of workers and skilled personnel, materials and equipment to perform its obligations herein; and to perform the Work in an expeditious and economical manner consistent with the Project's and Village's best interests. The Village agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§4.1 The date of commencement of the Work (the "Commencement Date") shall be:

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(Check one of the following boxes.)

The Effective Date of this Contract.

A date set forth in a notice to proceed issued by the Village.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« The earlier of the Effective Date of this Contract or August 1, 2026, in order to satisfy the requirements of the Development Agreement with the County attached hereto as Exhibit “E.” »

§4.2 The Contract Time shall be measured from the Commencement Date. Contractor’s Construction Schedule shall comply with the requirements of Section 3.10 of the Modified General Conditions and the requirements of the Competitive Solicitation.

§4.3 Substantial Completion

§4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work not later than [] days from the date of commencement of the Work. Notwithstanding the foregoing, Substantial Completion of the Fire Station No. 27 component of the Project must be achieved by October 30, 2028.

§4.3.2 Substantial Completion shall be as defined in § 9.8 of the AIA Document A201™–2017, Modified General Conditions. The Contractor shall achieve Final Completion of the entire Work no later than thirty (30) days after Substantial Completion; provided, however, that if Final Completion is delayed for reasons that are beyond the control of the Contractor and those for whom the Contractor is responsible, the Contractor may request, before expiration of such thirty (30) day period, additional time (but not an increase in the Contract Sum) to achieve Final Completion, in which event the Village shall not unreasonably deny Contractor’s request for such additional time. Notwithstanding the foregoing, Final Completion of the Fire Station No. 27 component of the Project must be achieved by January 28, 2029.

§4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.5 below.

ARTICLE 5 CONTRACT SUM

§5.1 The Village shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor’s Fee as set forth below.

§5.1.1 The Contractor’s Fee:

The Contractor’s Fee for the proper performance of the Work shall be []. Contractor agrees and represents that the level of staffing, administrative resources, and other conditions of General Conditions shall be sufficient to the Project throughout completion of the Work.

§5.1.2 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work: As described in Article 6 below.

§5.1.3 Rental rates for Contractor-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§5.1.4 Unit prices, if any, shall be in accordance with the Price Submittal Schedule attached hereto as Exhibit “D.” Additional unit prices, if any shall be as follows:

Item	Units and Limitations	Price Per Unit (\$0.00)

§5.1.5 Liquidated damages

§5.1.5.1 The parties agree that time is of the essence in all phases of the Work under this Contract.

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§5.1.5.2 Contractor shall achieve Substantial Completion of the Work as set forth in Section 9.8. of the AIA A201 Modified General Conditions, subject to any authorized extensions of time as recognized in properly executed change orders in accordance with the Contract. In the event the Work is not completed within such number of days and has not been extended by a properly executed change order, if such delay is caused by Contractor or any party for which Contractor is responsible, the Village shall be entitled to collect liquidated damages from Contractor. Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of \$**[INSERT SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES]** shall be assessed for each calendar day of delay in reaching Substantial Completion of the Work. It is hereby agreed that the amounts of the per diem assessment are not a penalty and not excessive in light of the circumstances known to the parties at the time this Contract is executed.

§5.1.5.3 Contractor shall achieve Final Completion of the Work as set for in in this Contract. In the event Final Completion of the Work is not achieved within the number of days and as set forth in this Contract, and the time for Final Completion has not been extended by a properly executed change order, and if such delay is caused by Contractor, the Village shall be entitled to collect liquidated damages from Contractor. Contractor and Village agree that because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay, and the difficulty of determining these damages, the following sums shall be assessed for each calendar day of delay Contractor fails to reach Final Completion of the Work after Substantial Completion of the Work a sum of \$**[INSERT FINAL COMPLETION LIQUIDATED DAMAGES]** per day. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time the Contract is executed.

§5.1.5.4 The above liquidated damages provision shall not effect Village's right to terminate this Contract as provided in this Contract nor shall it limit any of the other remedies as provided in the Contract Documents. The Village's exercise of its right to terminate this Contract shall not release Village's claim for liquidated damages in the amount set forth herein or Contractor's defenses thereto.

§5.1.5.5 Assessments of liquidated damages shall be immediately due and payable to the Village or, at the Village's option may be deducted from payments that may be due and owing to Contractor.

§5.1.5.6 Any Subcontract contracts providing for Liquidated Damages at a per diem amount lower than the per diem amount set forth in this Contract is subject to Village's prior written approval.

§5.2 Guaranteed Maximum Price

§5.2.1 The Contract Sum (including Contractor's Fee) is guaranteed by the Contractor not to exceed **[INSERT GUARANTEED MAXIMUM PRICE]**, subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price (the "GMP"). Costs which would cause the GMP to be exceeded shall be paid by the Contractor without reimbursement by the Village.

§5.2.2 In conjunction with the requirements of the Competitive Solicitation, it is the intent and understanding of Contractor in providing a GMP for this Work, that the Contract Documents provide for the construction of the Work by the Contractor, including all devices, fasteners, materials or other work not shown in the Drawings but which are reasonably inferable therefrom and any and all incidental accessories necessary to complete the Work (even if not specified in the description of the Work, but necessary for proper installation and operation (not arising from a design deficiency in the design criteria of the equipment) of the Work as required by the Contract Documents), all of which shall be included as part of the Cost of the Work. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Work and exercising the care, skill and diligence of the Contractor by the Contract Documents. Notwithstanding, the foregoing shall not be construed to impose any design responsibility on Contractor except where such design responsibility is contractually required or an existing requirement of Florida law in the performance of the Work or the Contract Documents.

§5.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the A/E Professionals, Contractor shall include in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom as necessary to produce the indicated results (not arising from a design deficiency in the design criteria). Such further development does not include changes in scope, systems, kinds and

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quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. Contractor will construct the Project in strict accordance with the Contract Documents.

§5.2.4 Alternates

§5.2.4.1 Alternates, if any, included in the GMP, subject to the requirements of the Competitive Solicitation:

Item	Price

§5.2.4.2 Subject to the conditions noted below, the following alternates may be accepted by the Village following execution of this Contract. Upon acceptance, the Village shall issue a Modification to this Contract.

Item	Price	Conditions for Acceptance

§5.2.5 Allowances, if any, which are included in the GMP are identified in the Price Submittal Form attached hereto as **Exhibit “D.”** Once an allowance item is fully purchased by Contractor, including all associated Subcontractor Work, and approved by Village as set forth in the Contract Documents, the price will be included within the GMP and the former allowance Work will then be removed from the Allowance list. Change Orders concluding the full Allowance scope in this Contract shall recite that the affected Allowance is closed as an Allowance and included in the GMP.

§5.2.6 The Village shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in this Contract. The Village shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Village, Owner’s Representative, and A/E Professionals of any inconsistencies between the agreed-upon assumptions contained in this Contract and the revised Contract Documents.

§5.3 SUBCONTRACTOR BUYOUT / VALUE ENGINEERING

§5.3.1 Contractor shall work with the Village to negotiate the most complete and economical deals with the Subcontractors that have not been “bought out” as of the date of this Contract in order to achieve the GMP.

§5.3.2 In addition, in order to control costs, the Contractor shall submit to the Village, for the Village’s review for any unbought scope of Work , (i) a bid analysis and list of proposed Subcontractors for the performance of the several portions of the Work, (ii) the scope of Work to be performed under each respective subcontract, (iii) a detailed estimate of the Cost of the Work based on such bids, (iv) a list of alternate selections of persons or entities for each proposed Subcontractor and their respective bids, along with a list of the differences between the alternate bids and those set forth in the bid analysis, and (v) the instructions, clarifications, written responses, and other information given to or submitted by the bidders. The Contractor shall consult with the Village before awarding the subcontract and shall provide the Village with a copy of each proposed subcontract for the Village’s review. The Contractor shall provide the Village with a complete copy of each executed subcontract.

§5.3.3 Until the Subcontractor Buyout is complete, Contractor shall provide Village with written ongoing budget updates on a weekly basis or as requested by Village.

§5.3.4 Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Village and the A/E Professionals with the goal of finding acceptable means for reducing the Cost of the Work. Upon acceptance by Village of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Village.

§5.4 Contractor represents to Village that Contractor has compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, but not as a design professional to carry out the Work have been disclosed to the Village to the extent the Contractor has become aware of the same during its review of the Drawings or Contract Documents prior to execution of this Contract, and therefore Contractor warrants that 1) the GMP includes, without limitation, the cost of correcting all conflicts, discrepancies, errors, or omissions which Contractor identified; 2) that Contractor’s review and comparison of all drawings has been taken into consideration the Project can be constructed in accordance with the Contract Documents and therefore the Contractor represents that

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the GMP represents the total cost of the Work; 3) that Contractor can complete the Project in the time set forth in the Contract and the approved Project Schedule; and 4) that Contractor has considered all customary issues that could impact price and time, including the inefficiencies pertaining to the Pandemics, the Military Conflicts, the Tariffs, and the Market Conditions.

§5.5 Schedule of Values: Subject to the requirements of the RFQ and RFP, the Contractor shall perform the Work in accordance with the written Schedule of Values established for each line item in the GMP attached hereto as Exhibit "D", which Schedule of Values shall be used for all payment applications going forward.

ARTICLE 6 CHANGES IN THE WORK

§6.1 Adjustments to the GMP on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™-2017, Modified General Conditions of the Contract for Construction.

§6.2 Adjustments to subcontracts shall either be fixed price, unit price or T&M, as agreed to by Village and Contractor.

§6.3 In calculating adjustments to the GMP, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017, Modified General Conditions, shall mean the Cost of the Work as defined in Article 7 of this Contract.

ARTICLE 7 COSTS TO BE REIMBURSED

§7.1 The Cost of the Work shall include the items listed below, unless specifically stated to be excluded.

§7.1.1 The term the Cost of the Work shall mean costs reasonably incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§7.1.2 Where, pursuant to the Contract Documents, a cost is subject to the Village's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior written approval of the Village.

§7.1.4 The Contractor shall use reasonable efforts to provide a minimum of three (3) bids/proposals for all Work included in Cost of the Work for the Village's review and consideration, prior to the Contractor procuring the Work for same. The Contractor shall consult with the Village before awarding the subcontract and shall provide the Village with a copy of each Subcontractor bid and proposed subcontract for the Village's review. The recommendation of the bids, proposals, and Subcontractors for the Work included in the Cost of the Work shall be made solely by the Contractor, with the Village promptly and timely providing final approval of the Contractor's recommendations in accordance with this Contract. The Contractor shall provide the Village with a complete copy of each executed subcontract agreement.

§7.2 Labor Costs

§7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Village's prior approval, at off-site workshops.

§7.2.2 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are included in the Cost of the Work.

§7.3 Subcontract Costs

§7.3.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Contract. The subcontract agreements shall provide that Five Percent (5%) as retention shall be withheld for all payments due Subcontractors.

§7.3.2 Timely and valid claims made by Subcontractors to Contractor may only be considered legitimate Subcontractor costs under this Article 7 to the extent that the entitlement and quantum of each Subcontractor claim have been researched and validated as to amount and that the claim is consistent with this Contract, the cost are

reimbursable pursuant to the Contract, and the Contractor concurs in writing with the Subcontractor's position based upon the Subcontractor's documented representations.

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

§7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction. Village must approve all advance payments for Subcontractors deposits and advances for Work deemed "long lead items," or "special order items" or other selected items pertaining to the Work. Notwithstanding the foregoing, the Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction and receive approval for same.

§7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Village's property at the completion of the Work or, at the Village's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Village as a deduction from the Cost of the Work.

§7.4.3 Costs of replacement material but only where replacement material is necessitated by causes other than the negligence of Contractor or its Subcontractors or Suppliers.

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

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

§7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall not be rented at rates in excess of locally prevailing rates. The total rental cost of any Contractor-owned item may not exceed eighty percent (80%) of the value of the equipment.

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

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

§7.6 Miscellaneous Costs

§7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Village's prior approval.

§7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Village's prior approval.

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

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

§7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017, Modified General Conditions, or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Village's consent. However, such costs of legal defenses, judgments, and settlements shall not be included in the calculation of the Contractor's Fee or subject to the GMP. If such royalties, fees and costs are excluded by the last sentence of § 3.17 of AIA Document A201™-2017, Modified General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§7.6.6 Costs for electronic equipment, and software, directly related to the Work and located at the site, with the Village's prior written approval.

§7.7 Other Costs and Emergencies

§7.7.1 Other costs incurred in the performance of the Work, if and to the extent that it is approved in advance in writing by the Village.

§7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017, Modified General Conditions. This provision (§ 7.7.2) is not applicable to expenses and costs related to Hurricane preparation, which costs and expenses are specifically addressed in § 15.10 below.

§7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill an express responsibility of the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§7.8 Related Party Transactions

§7.8.1 For purposes of § 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

§7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Village of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Village, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Village fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

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

- .1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as may be specifically provided in this Contract shall not be separately reimbursable;
- .2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Village has provided prior written approval;
- .3** Expenses of the Contractor's principal office and offices other than the site office;
- .4** Overhead and general expenses, except as may be expressly included in Article 7;
- .5** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

- .6 The Costs of the Work shall not include costs due to the fault or negligence of the Contractor, its Subcontractors, or any other person or entity employed by the Contractor or Subcontractors, or under contract with them or performing work on the Project on behalf of them or under their supervision, or for whose acts the Contractor or its Subcontractors may be liable, including, but not limited to the costs of correcting damaged, defective or non-conforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and repairing damage to property not forming party of the Work. The Contractor specifically agrees that it shall receive no compensation, and the Cost of Work shall not include, any costs incurred by the Contractor in repairing or correcting, or supervising the correction or repair of, defective or non-conforming Work performed or supplied by any Subcontractor, material supplier, or any other person or entity employed by the Contractor, under contract with the Contractor, or performing Work on the Project on behalf of or under the supervision of the Contractor or Contractor's personnel and that the Contractor's sole remedy with respect to the recovery of such costs shall be whatever remedies are contained in the Contractor's subcontract agreements with its Subcontractors, suppliers and other persons or entities providing Work on the Project;
- .7 Costs for Subcontractor bonds;
- .8 Any cost not specifically and expressly described in Article 7; and
- .9 Costs, other than costs included in Change Orders approved by the Village or Construction Change Directives that would cause the GMP to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§9.1 Contractor shall endeavor to obtain cash discounts for the benefit of the Village. Cash discounts obtained on payments made by the Contractor shall accrue to the Contractor, unless the Village has provided a cash advance in exchange for the discount, in which case it shall accrue to the Village. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Village, and the Contractor shall make provisions so that they can be obtained.

§9.2 Amounts that accrue to the Village in accordance with the provisions of Section 9.1 shall be credited to the Village as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Village may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Village and Owner's Representative with an indication as to which bids the Contractor intends to accept. The Village/Owner's Representative then has the right within fourteen (14) business days to review the Contractor's list of proposed subcontractors and suppliers in consultation with the A/E Professionals to object to any subcontractor or supplier. Any advice of the A/E Professionals or Owner's Representative, or approval or objection by the Village, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection. It is mutually understood that a "list" may not be complete and the Village and Owner's Representative may have to review individual subcontractors on a case by case basis.

§10.2 Unless otherwise stated in the Contract Documents: (a) the Owner's Representative shall be permitted to attend and/or participate in all negotiations, including any final meeting, with those Subcontractors selected by the Contractor to bid on portions of the Work, unless otherwise agreed in writing by Owner's Representative on a case by case basis. Contractor shall keep the Village and/or Owner's Representative advised of the date and time of all such meetings with Subcontractors to facilitate attendance by the Owner's Representative; and (b) the Contractor either prior to (if and to the extent reasonably possible) or as soon as practicable after award of this Contract, shall furnish in writing to the Village and the Owner's Representative: (i) the name, address and telephone numbers, trade, and subcontract amount for each recommended Subcontractor; (ii) the Scope of the Work to be performed by such Subcontractor; (iii) the names of all persons or entities proposed as manufacturers of the products identified in the Contract Documents (including those who are to furnish materials or equipment fabricated to a special design); (iv) where applicable, the name of the installing Subcontractor; and (v) the proposed subcontract agreement for each Subcontractor. The Village may reply within seven (7) days to the Contractor in writing stating (1) whether the Village or the Owner's Representative has reasonable objection to any such proposed person or entity and/or the Scope of the

Work to be performed by such Subcontractor, or (2) that the Owner's Representative requires additional time for review.

§10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Contract, and shall not be awarded on the basis of cost plus a fee without the Village's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Village to receive the same audit rights with regard to the Subcontractor as the Village receives with regard to the Contractor in Article 11.

§10.4 The Contractor agrees to include provisions in any of its subcontracts involving allowance items, cost plus or unit price deals, a provision allowing Village to audit quantities and units and to verify that any billings were properly made for this Work.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Village. The Village and the Village's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of five (5) years after Final Payment, or for such longer period as may be required by Chapter 119, Florida Statutes. Such right of access may be exercised during the Work or after Substantial Completion of the Work. The right of access shall survive termination of the Contract. This Section is applicable to all Change Orders or Claims by or against the Contractor and or a Subcontractor of any tier whether or not they affect the GMP. To the extent Contractor is able, Contractor agrees to include the provisions of this Section in all its contracts and all tier subcontracts with regard to any audits of payments received by the Contractor to verify that such payments were made and that such payments were made for the use required by the Project. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing audit agency. The Contractor agrees to the disclosure of all information and reports resulting from access to records under this Section to the Village, provided that the Contractor is afforded the opportunity for an audit exit conference. If the Village audits the Contractor's books and records and discovers actual costs or an error in the Contractor's favor by more than one percent (1%) of the Cost of the Work to date, the Contractor shall reimburse the Village for the cost of such audit and the Contractor shall promptly refund the amount overpaid to the Village.

ARTICLE 12 PAYMENTS

§12.1 Progress Payments

§12.1.1 Subject to the requirements of the Competitive Solicitation, based upon Applications for Payment submitted to the Village and A/E Professionals by the Contractor, and Certificates for Payment issued by the A/E Professionals, the Village shall make progress payments to the Contractor on account of the Contract Sum, in accordance with the Florida Prompt Payment Act and as provided below. The Schedule of Values /Budget shall be the Schedule of Values initially submitted by Contractor and approved by Village in writing, unless modified by Change Order. Each Application for Payment submitted by the Contractor shall be accompanied by substantiating data and lien waivers as provided in the Modified AIA A201 General Conditions to this Contract.

§12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§12.1.3 Provided that an Application for Payment is received by the Village and the A/E Professionals not later than the last day of a month, the Village shall make payment of the amount certified to the Contractor not later than the 30th day of the following month in accordance with the Florida Prompt Payment Act. If an Application for Payment is received by the A/E Professionals after the application date fixed above, payment of the amount certified shall be made by the Village in accordance with the Florida Prompt Payment Act.

§12.1.4 With each Application for Payment, the Contractor shall submit payrolls hours (subject to fixed labor rates), petty cash accounts, receipted invoices or invoices, and any other reasonable evidence required by the Village or A/E Professionals to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present

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Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee. In addition, as a further condition to payment of each progress payment, Contractor shall submit to Village and A/E Professionals: (i) a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and Subcontractors dealing with the Contractor have been paid in full through the date of the prior application for payment which has been received by Contractor from Village, with the exception of disputed payments; (ii) a partial release of lien conditioned upon payment from Contractor for the current Application for Payment, (iii) partial releases of lien from all lienors providing Work on the applicable Application for Payment through the date of the last payment made, (iv) partial releases of lien conditioned only upon payment from all lienors providing Work on the applicable Application for Payment, through the date of the current Application for Payment, (v) any evidence of payment of any indebtedness incurred with respect to the Work of Contractor, as may be required by the A/E Professionals and such other evidence that the A/E Professionals may reasonably require substantiating that all Work which is the subject of each such Application for Payment has been performed, and (vi) where required by any manufacturers for extended warranties, inspection certificates or other acceptable documentation confirming the acceptable completion of any and all required inspections for the Work performed for which payment is being made.

§12.1.5 Each Application for Payment shall be based on the Schedule of Values approved by Village unless subsequently amended by Change Order in accordance with the Contract Documents. If the Schedule of Values is subsequently amended by Change Order in accordance with the Contract Documents, the each subsequent Application for Payment shall be based on the Amended Schedule of Values. The Schedule of Values shall allocate the entire GMP among the various portions of the Work. As individual subcontracts are executed, the actual subcontract value will be identified separately in the Schedule of Values in place of any estimates that made up the original GMP, with any remaining portion of the line item carried in the same scope of Work, to complete the Work in any particular division, as long as the GMP is not increased. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Village and the A/E Professionals may require. This Schedule of Values and each update approved by the Village and the A/E Professionals shall be used as a basis for reviewing the Contractor's Applications for Payment.

§12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Village or A/E Professionals may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§12.1.5.2 The allocation of the GMP under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§12.1.7 In accordance with AIA Document A201-2017, Modified General Conditions, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Village, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the A/E Professionals determines, in its professional judgment, to be reasonably justified.

§12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Village;
- .2 The amount, if any, for Work that remains uncorrected and for which the A/E Professionals has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the A/E Professionals may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to the Contract Documents.

§12.1.7.3 In taking action on the Contractor’s Application For Payment, the A/E Professionals and the Village shall be entitled to reply on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Village and/or A/E Professionals has made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 12.2 or other supporting data; that the A/E Professionals or the Village has made exhaustive or continuous on-site inspections; or that the Village and/or A/E Professionals has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by Village, will be performed by the Village’s auditors acting in the sole interest of the Village.

§12.1.8 Retainage

§12.1.8.1 For each progress payment made prior to Substantial Completion of the Work as defined in the Contract Documents, determined and certified by the A/E Professionals and or Village, the Village may withhold the following amount, as retainage, from the payment otherwise due:

Five Percent (5%) of all payments until the Work reaches Final Completion as defined in the Contract Documents and determined and certified by Owner’s Representative and or Village. Contractor shall include a similar retainage provision pertaining to its subcontractors and suppliers.

§12.1.8.2 The following items are not subject to retainage:

NA

§12.1.8.3 Reduction or limitation of retainage, if any, shall be as follows:

NA

§12.1.8.4 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

NA

§12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Village shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§12.1.10 Except with the Village’s prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§12.1.11 The Village and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§12.1.12 In taking action on the Contractor’s Applications for Payment the Village and A/E Professionals shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and shall not be deemed to represent that (1) the Village and/or A/E Professionals has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1 or other supporting data; (2) that the Village and/or A/E Professionals have made exhaustive or continuous on-site inspections; or (3) that the Village and/or A/E Professionals have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Village, will be performed by the Village’s auditors acting in the sole interest of the Village. The Contractor shall make its records available at reasonable times and places for the Village’s audit.

§12.1.13 In the event of any default by the Contractor under the Contract Documents for which the Contractor has not cured or commenced to cure, the Village may withhold any payment or part of any payment in the amount of the costs and damages incurred by Village to correct, remedy and/or mitigate any Contractor defaults or the amount costs of damages, including Liquidated Damages (provided the Contract Time has expired), reasonably estimated to be incurred to correct, remedy and/or mitigate any Contractor defaults including, but not limited to: (1) defective Work not remedied; (2) claims or liens filed, unless bonded off; (3) failure of the Contractor to make payments in accordance with the terms of this Contract and the subcontract agreements for properly performed Work by the Subcontractors or for labor, materials, or equipment; (4) failure to provide waivers of lien for all lienors giving notices unless Contractor and/or subcontractor as for lower tiers have a good faith dispute that prevents securing a waiver of lien; (5) damage to the Village's property caused by Contractor, its Subcontractors or anyone working for Contractor, or to the real or personal property of any unit owners or tenants that is not corrected at the time of issuance of a Change Order, notwithstanding insurance coverage as required by the Contract Documents; (6) failure of the Work to progress satisfactorily or according to schedule; and (7) failure to carry out the Work in accordance with the Contract Documents.

§12.2 Final Payment

§12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Village to the Contractor when:

- .1 the Contractor has fully complied with and performed all of its obligations and/or responsibilities under the Contract Documents, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, Modified General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 all punch list Work has been completed in accordance with the Contract Documents;
- .3 Contractor has obtained all applicable approvals from all governmental and other authorities having jurisdiction over the Work, unless such approvals are being withheld due to causes which are not within the Contractor's responsibility under the Contract Documents;
- .4 Contractor has complied with all other express requirements of the Contract Documents;
- .5 Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .6 Contractor has submitted a certificate of insurance evidencing that the insurance required by the Contract Documents will remain in force after Final Payment, and will continue through the remaining duration of the Project, and thereafter as required by the Contract Documents;
- .7 a final Certificate for Payment has been issued by the A/E Professionals and or Village in accordance with § 12.2.2.2 below;
- .8 final lien waivers have been provided by the Contractor and all Subcontractors and material suppliers, conditioned only upon receipt of payments to be made out of the final payment;
- .9 a final affidavit has been delivered to the Village meeting the requirements of Florida Statute 713.06;
- .10 a consent of surety has been delivered to the Village consenting to Village's release of final payment;
- .11 Contractor has submitted a set of final red-line drawings in electronic format for the Project;
- .12 Contractor has provided training to Village's staff on the proper operation, use and maintenance of all equipment and systems for the Project (to the satisfaction of Village);
- .13 Contractor has delivered to Village all warranties, extended warranties and operating manuals for all equipment and components of the Project; and

- .14 all other requirements in § 9.10 of AIA Document A201™-2017, Modified General Conditions have been satisfied.

§12.2.2 Within thirty (30) days of the Village's receipt of the Contractor's final accounting for the Cost of the Work, the Village may conduct an audit of the Cost of the Work or notify the Owner's Representative that it will not conduct an audit. Said audit shall be completed within ninety (90) days from submission of Contractor's final accounting.

§12.2.2.1 If the Village conducts an audit of the Cost of the Work, the Village shall, within ten (10) days after completion of the audit, submit a written report based upon the auditors' findings to the Owner's Representative.

§12.2.2.2 Within seven (7) days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Village will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Owner's Representative will either issue to the Village a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Village in writing of the A/E Professionals's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017, Modified General Conditions. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017, Modified General Conditions. The Village is not responsible for verifying the accuracy of the Contractor's final accounting.

§12.2.2.3 If the Village's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017, Modified General Conditions. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the A/E Professionals's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Village's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Village shall pay the Contractor the amount certified in the A/E Professionals's final Certificate for Payment.

§12.2.3 Subject to and in accordance with the Florida Prompt Payment Act, the Village's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the A/E Professionals's final Certificate for Payment and Contractor's strict and full compliance with all conditions precedence to final payment contained throughout the Contract Documents.

§12.2.4 If, subsequent to final payment, and at the Village's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Village shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP.

§12.2.5 The making of progress payments or final payment shall not constitute or be deemed to be a waiver by the Village of any claims which the Village may have against the Contractor under the provisions of this Contract or otherwise: and provided, further, that the making of the final payment shall not be deemed a waiver by the Village of any claims which the Village may have against the Contractor for latent defects or any other defect or an incomplete item which is not readily apparent at the time such final payment is made; and provided further, that the making of final payment shall not be deemed a waiver by the Village of any obligation of the Contractor under the provisions of the Contract Documents or otherwise to repair or correct any Work or materials that prove defective as a result of faulty materials, equipment or workmanship.

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

ARTICLE 13 DISPUTE RESOLUTION

§13.1 INITIAL DECISION MAKER

The A/E Professionals will serve as Initial Decision Maker pursuant to § 15.2 of AIA Document A201™-2017, Modified General Conditions.

§13.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by mediation pursuant to § 15.3 of AIA Document A201™-2017, Modified General Conditions, the method of binding dispute resolution shall be subject to and decided by litigation exclusively

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in the state courts of Miami-Dade County, Florida. Contractor and the Village consent to the exclusive venue of the state courts of Miami-Dade County, Florida.

§13.3 WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION, CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, OR IN CONNECTION WITH THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ANY ACTIONS OR INACTIONS OF EITHER PARTY.

ARTICLE 14 TERMINATION OR SUSPENSION

§14.1 The Contract may be terminated or suspended as provided in **Article 14** of AIA Document A201™-2017, Modified General Conditions.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§15.1 Where reference is made in this Contract to a provision of AIA Document A201-2017, Modified General Conditions, or another Contract Document, the reference refers to that provision as modified or supplemented by other provisions of the Contract Documents.

§15.2 The Village's Representative:

Steven P Buckland
Public Works Director, North Bay Village

§15.3 The Contractor's representative:

[INSERT CONTRACTOR'S REPRESENTATIVE]

§15.4 Unless otherwise provided in the Contract Documents, the Contractor's representative shall not be changed without ten (10) days' prior notice to the Village.

§15.5 The Contractor represents and warrants the following to the Village (in addition to any other representations and warranties contained in this Contract and/or the Contract Documents), as a material inducement to the Village to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1** The Contractor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2** The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3** The Contractor is authorized to do business in the State of Florida and is properly licensed by all necessary governmental and public authorities having jurisdiction over the Contractor and over the Work and the Project;
- .4** The Contractor's execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- .5** The Contractor's duly authorized representative has visited the site of the Project, is familiar with the local conditions under which the Work is to be performed, and has correlated its observations with the requirements of the Contract Documents; and
- .6** The Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and

superintendence of projects of the size, complexity, and nature of the Work and will perform the Work with the care, skill, and diligence of such a duly licensed Florida General Contractor.

§15.6 MODIFICATION

No change or modification of this Contract shall be valid unless in writing and signed by Village and the duly authorized representative of Contractor. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

§15.7 SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

§15.8 ATTORNEY'S FEES

In the event that any litigation arises out of or under this Contract, then the prevailing party in such litigation shall be entitled to recover the cost of such action including reasonable attorneys' fees and paralegal fees for all trial and appellate levels. In any suit, action, or other proceeding, including bankruptcy, arising out of or in any manner relating to the Contract Documents, including without limitation, (i) the enforcement or interpretation of a party's rights or obligations under the Contract Documents (whether in contract, tort, or both), or (ii) the declaration of any rights or obligations under the Contract Documents, the successful or prevailing party, as determined by the court, shall be entitled to recover from the losing party, as determined by the court, reasonable attorneys' fees, paralegal fees, and disbursements (including disbursements which would not otherwise be taxable as cost in the proceeding) and expert witness fees. All references in the Contract Documents to attorneys' fees shall be deemed to include all attorney and paralegal fees as well as through all post-judgment and appellate levels and in connection with collection, and bankruptcy proceedings.

§15.8.1 In addition to the above, the prevailing party shall be entitled to recover from the non-prevailing party, all litigation costs associated with discovery, processing, management, hosting, and production of Electronically Stored Information ("ESI").

§15.9 INSURANCE AND BONDS

§15.9.1 The Contractor shall purchase and maintain insurance as set forth in **Article 11** of the AIA Document A201™-2017, Modified General Conditions and in the Exhibits to this Contract and elsewhere in the Contract Documents.

§15.9.2 The Contractor shall provide all requisite payment and performance bonds as set forth in **Article 11** of the AIA Document A201™-2017, Modified General Conditions and in the Exhibits to this Contract and elsewhere in the Contract Documents.

§15.10 HURRICANE AND TROPICAL STORM PREPARATION

§15.10.1 Contractor acknowledges that its Work is being performed in South Florida and that the area is prone to Hurricanes and Tropical Storms. Contractor represents that it has anticipated Hurricanes and Tropical Storms and included in its schedule, including as provided in the Hurricane Preparedness Plan attached hereto as Exhibit "H," time impacts associated with Hurricanes and Tropical Storms preparation and agrees not to seek additional time from Village for time impacts associated with Hurricanes and Tropical Storms for preparation. Any delays associated with Tropical Storms and Hurricanes shall be an Excusable, non-compensable Delay, unless covered by Builder's Risk insurance.

§15.11 PUBLIC RECORDS/OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

§15.11.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Work performed for the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this

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Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

§15.11.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of four (4) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

§15.11.3 Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

§15.11.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.

§15.11.5 Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

§15.11.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

§15.11.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

§15.11.8 Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Village Clerk:	Alba L. Chang
Mailing address:	1666 Kennedy Causeway Suite 300 North Bay Village, FL 33141
Telephone number:	305-756-7171
Email:	villageclerk@nbvillage.com

§15.12 PROHIBITION OF CONTINGENCY FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

§15.13 STATE REQUIRED AFFIDAVITS. By entering into this Contract, the Contractor agrees to review and comply with the following state affidavit requirements:

§15.13.1 Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

§15.13.2 Scrutinized Companies. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. If this Contract is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

§15.13.3 E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>. By entering into this Contract, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

§15.13.4 Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Contract, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

§15.13.5 Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Contract, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

§15.14 Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

§15.15 Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage,

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brokerage or contingent fee.

§15.16 Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Contract or any other contract. The Village is subject to Section 768.28, Florida Statutes, as may be amended from time to time. The provisions of this section shall survive termination of this Contract.

§15.17 Miami-Dade County Rights to Inspection.

§15.17.1 Independent Private Sector Inspector General Reviews. Pursuant to County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice by the County or the Village, the Contractor shall make available to an IPSIG retained by the County, all requested records and documentation pertaining to the RFQ, RFP, or any Construction Contract awarded pursuant to same for inspection and reproduction. The County shall be responsible for payment of any IPSIG services. Nothing contained herein shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with, and as and when provided under this RFP or any contract awarded pursuant to same.

§15.17.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The County Inspector General is authorized and empowered to review past, present, and proposed County contracts, transactions, accounts, records, and programs. In addition, the County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to the Village or contractor. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget, and in conformance with plans, specifications, and applicable law. The County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the contract to be awarded pursuant to this RFP. The County Inspector General is empowered to retain, at no cost or expense to the Village or contractor, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Village or the contractor and its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the contract and to detect fraud and corruption. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Village or contractor from the Inspector General or IPSIG retained by the Inspector General, Village and/or contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Village or contractor. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Village or contractor, copy all such documents and records in the Village or the contractor’s possession, custody or control which, in the Inspector General’s or IPSIG’s sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Agreements from and which successful and unsuccessful subcontractors and suppliers, all project related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. Contractor and Village shall include the requirements of the Inspector General in its contracts.

§15.18 Sustainability Requirements. Construction of the Project shall comply with the Sustainable Building requirements codified under Section 9-71 et al. of the County Code of Ordinances and County Implementing Order 8-8 (the “Sustainable Buildings Program”) with respect to the design and construction of the Fire Station and associated parking. The primary mechanism determining compliance with the Sustainable Buildings Program shall be in the Florida Green Building Coalition (FGBC), U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institution for Sustainable Infrastructure’s Envision Rating System for infrastructure projects. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the Florida Green Building Coalition, United States Green Building Council and the Institute for Sustainable Infrastructure. For FGBC, LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively.

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ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS.

§16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Modified Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, Modified General Conditions of the Contract for Construction
- .3 Other Exhibits:
 - Exhibit A: the Drawings;
 - Exhibit B: the Specifications;
 - Exhibit C: Contractor’s Bid;
 - Exhibit D: Price Submittal Form;
 - Exhibit E: Development Agreement With Miami-Dade County;
 - Exhibit F: Project Team;
 - Exhibit G: Construction Schedule;
 - Exhibit H: Hurricane Preparedness Plan
 - Exhibit I: Insurance, Bonds, and Warranties

ARTICLE 17 CONFLICTS; PRIORITY OF INTERPRETATION.

§17.1 In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

- .1 First Priority: AIA Document A102™–2017, Modified Standard Form of Agreement Between Owner and Contractor;
- .2 Second Priority: the AIA Document A201™–2017, Modified General Conditions of the Contract for Construction;
- .3 Third Priority: Exhibit “E,” Development Agreement with County for Fire Station No. 27;
- .4 Fourth Priority: Exhibit “B,” the Specifications;
- .5 Fifth Priority: Exhibit “A,” the Drawings;
- .6 Sixth Priority: the Competitive Solicitation (including the RFQ and RFP);
- .7 Seventh Priority: Exhibit “D,” Price Submittal Form;
- .8 Eighth Priority: Exhibit “C,” Contractor’s Bid;
- .9 Ninth Priority: Exhibit “I,” Insurance, Bonds, and Warranties;
- .10 Tenth Priority: Exhibit “F,” Project Team;
- .11 Eleventh Priority: Exhibit “H,” Hurricane Preparedness Plan;
- .12 Twelfth Priority: Exhibit “G,” Construction Schedule; and
- .13 Thirteenth Priority: Work Orders, with work orders dated later taking precedence.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

[INSERT NAME OF ENTITY]

By: _____
Frank Rollason
Village Manager

By: _____
Name: _____
Title: _____
Entity: _____

Village Resolution No.: _____

Attest:

Witness:

By: _____
Alba L. Chang
Village Clerk

By: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:

North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
305-854-0800 (telephone)
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay Village requires all contractors doing business with North Bay Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. North Bay Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this Invitation to Bid and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

)

Did take an oath; or

Did not take an oath

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name:

Print Name:

Title:

Witness #2 Print Name:

Entity Name:

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

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AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath