

**SUPPLEMENTAL CONDITIONS & RATES**  
**EXHIBIT “E” 1/16/20**

**A. Supplemental Conditions**

**Insurance & Bonding:** In accordance with the CMAR Fee proposal, the Guaranteed Maximum Price shall include, and Construction Manager will charge, a fixed rate equal to 3.52% of the Contract Sum to cover Construction Manager’s costs for all liability insurance, umbrella insurance, risk management, and Corporate Safety Program, Payment & Performance Bond and Subcontractor Default Protection program. Cost of all insurance deductibles are billable as a Cost of the Work item. The 3.52% of the Contract Sum stated above is already included in the Guaranteed Maximum Price, and is not in addition to such.

**Adverse Weather Events:** Adverse weather events for the purposes of Construction Manager seeking an equitable extension of time pursuant to §8.3.1 of the General Conditions are those days when Contractor cannot proceed with Work on the critical path for more than four (4) hours in a day because of any of the following:

- A. Precipitation that is abnormal for the period of time and in measured excess of the Central Florida daily averages for duration and volume, as measured by the precipitation gauge kept at the Project site or within the City of Winter Park.
- B. Wet building (caused solely by adverse weather events) component surfaces (examples include welding work, fireproofing application, EIFS application, and roofing application).
- C. Wind speeds, as measured by a Project site gauge, exceeding those permissible to use equipment or to perform certain tasks safely (example includes not being able to safely use crane(s) or other aerial equipment for erection of the building structure).
- D. Installation of temporary protection measures and/or dismantling of equipment necessary to prepare the Project site for Adverse weather events, such as named storms and flooding; removal of temporary protections, clean-up, and restoration of Project site as needed to resume construction activities once site clearance is granted by the authority having jurisdiction.

In no event does this provision amend the provisions of the Contract Documents, including, without limitation, § 8.3.3 of the General Conditions.

**Contingency Use:** CM contingency shall be for Construction Manager’s use to cover verifiable reimbursable costs under the Contract Documents, including, but not limited to, sequencing changes, coordination issues, manpower adjustments, use of temporary measures to facilitate the Work, and buyout or scope gap mitigation. Use of the CM contingency shall be tracked and reviewed on at least a monthly basis with the Owner to verify costs are reimbursable by the Contract. This CM contingency is not intended to cover further design development, design errors or omissions, scope changes, unforeseen subsurface conditions, or other conditions that constitute a change in the Work or entitle Construction Manager to an increase in the Contract Sum and Guaranteed Maximum Price in accordance with the Contract.

**Audit Provisions:** Audit provisions in the agreement shall apply to all costs reimbursable as Cost of the Work except: 1) fixed or lump-sum general conditions costs; 2) Work that is self-performed by Construction Manager on a lump-sum basis; 3) preconstruction costs; and 4) any cost based upon a rate or sum stipulated in this Agreement. In the course of any audit of Construction Manager’s records, Owner acknowledges Construction Manager will incur personnel expenses in preparing for and responding to auditor requests and agrees that these costs will be reimbursable in accordance with the rates set forth in this Rates Exhibit.

**GMP/Cost/Cost Management log :** Construction Manager acknowledges that Owner’s current construction budget for the Project is the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment. As the Contract Documents are completed, Owner, Architect, and Construction Manager will work together to develop a scope of Work that is within the Guaranteed Maximum Price (the Construction Documents) for the Project. If the

design or scope of Work exceeds the Guaranteed Maximum Price, the Owner, Architect, and Construction Manager will work to modify the design and/or scope of Work to a cost within the Guaranteed Maximum Price, or the Owner will obtain additional funds to increase the Guaranteed Maximum Price. The Owner acknowledges that any such value-analysis modifications proposed by the Construction Manager are not considered design modifications or substitutions. If the Owner accepts any value-analysis proposals and includes such modifications in the final design for the Project, the Construction Manager will have no responsibility for the design of the modification or substitution. Construction Manager's only obligation for the modification or substitution will be to provide the reduction in cost associated with the modification and/or substitution and to perform the Work according to the terms of the Contract Documents.

**B. Contractor Personnel Reimbursement**

The rates set forth in the Rates Exhibit, attached hereto, shall be charged for Construction Manager's management, estimating, supervisory, and administrative personnel for time spent by each individual working for the Project at the jobsite, jobsite office, home office, or other offices. Such rates represent the total payment by Owner per hour for each individual that may work for the Construction Phase of the Project, whether or not located at the Project site. These rates have been established by the mutual agreement of Construction Manager and Owner and will apply throughout the duration of the Construction Phase of the Project, provided that Construction Manager will be allowed to increase the rates annually each January 1<sup>st</sup> by no more than five percent (5%). The rates set forth in the Rates Exhibit and the potential annual rates increase have been factored into the Guaranteed Maximum Price, and is not in addition to the Guaranteed Maximum Price.

<b>Regional &amp; Divisional Management</b>	<b>2020 Rate</b>
Regional President	\$195
Regional Vice President	\$170
Division Manager	\$155
Executive General Superintendent	\$180
Regional General Superintendent	\$170
Senior General Superintendent	\$155
General Superintendent	\$155
Regional Operations Manager	\$155
<b>Project Management</b>	<b>2020 Rate</b>
Operations Manager	\$145
Project Director	\$145
Senior Project Manager	\$130
Senior Manager	\$130
Project Manager II	\$120
Project Manager I	\$105
Assistant Project Manager	\$95
<b>Administrative Assistants</b>	<b>2020 Rate</b>
Administrative Coordinator	\$70
Senior Administrative Assistant	\$65
Administrative Assistant	\$60

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<b>Field Supervision</b>	<b>2020 Rate</b>
Senior Superintendent	\$135
Superintendent	\$110
Assistant Superintendent	\$100
Assistant Field Manager	\$95
<b>Scheduling</b>	<b>2020 Rate</b>
Director Planning & Scheduling	\$165
Regional Manager of Planning & Scheduling	\$145
Manager of Planning & Scheduling	\$135
Senior Planner Scheduler	\$130
Planner Scheduler	\$115
Assistant Planner Scheduler	\$100
<b>Virtual Design &amp; Constr. (VDC) &amp; Project Innovation</b>	<b>2020 Rate</b>
Director – VDC / Innov & Ops Tech Director	\$135
Regional VDC Manager	\$125
Sr. Virtual Design Coordinator/ VDC Manager	\$115
Director – VDC / Innov & Ops Tech Director	\$105
Asst. Virtual Design Coordinator	\$95
<b>Project Accounting</b>	<b>2020 Rate</b>
Regional Project Acct Mgr.	\$70
Project Accountant Coordinator	\$65
Compliance Specialist	\$60
Senior Project Accountant	\$60
Project Accountant	\$55
Assistant Project Accountant	\$50

<b>Lean Construction</b>	<b>2020 Rate</b>
Director of Lean Construction	\$135
Senior Lean Manager	\$115
Lean Manager	\$105
Assistant Lean Manager	\$95
<b>MEP</b>	<b>2020 Rate</b>
MEP Staff	\$145
<b>Safety</b>	<b>2020 Rate</b>
Regional Safety Director/Safety Operations Director	\$135
Senior Safety Manager/Project Safety Director	\$95
Safety Manager	\$75
<b>Legal</b>	<b>2020 Rate</b>
Associate General Counsel	\$150
Executive Legal Assistant / Legal Assistant	\$65

Asst. Marketing Coordinator/ Marketing Coordinator/ Graphic Design	\$60
<b>Other</b>  <b>It is understood given the proximity of the project to the CM's office that Project Management, Accounting and Clerical functions will take place outside of the jobsite office and will be reimbursed accordingly.</b>  <b>Payroll Taxes &amp; Insurance / Labor Burden: 45% of direct labor cost</b>	<b>2020 Rate</b>

\*The field engineer rate is exclusive of the field engineering equipment necessary to perform the duties of a field engineer. The hourly rate for the field engineering equipment will be billed at the following hourly rates for each field engineer working on the Project:

- Manual Equipment \$6 / Hour
- Field Engineer Robotic \$11 / Hour
- Field Engineer iCON Robotic \$11 / Hour

**C. Information Technology**

Owner agrees to reimburse Contractor for the following Information Technology related costs:

- Computer & Technology monthly user charges per the following personnel classifications:

User Charges (per month)	2020 Rate
Field	\$725