

**APPENDIX I
AUTHORIZATION FOR CONSTRUCTION**

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**APPENDIX I
AUTHORIZATION FOR CONSTRUCTION**

Pursuant to Chapter 1, Article 3 and Chapter 2, Article 2 of the Agreement for Construction Management between **Seminole County, Florida**, a political subdivision of the State of Florida (“OWNER”) and Wharton-Smith, Inc. (“CONSTRUCTION MANAGER”), the OWNER and the CONSTRUCTION MANAGER hereby execute this Appendix I and incorporate this Appendix I into PS-5968-24/RTB – Construction Manager at Risk (CMAR) for the Design and Construction of Seminole County Criminal Justice Center Renovation and Five Points Building System Improvements - and further agree as set forth below.

1. **Guaranteed Maximum Price Proposal Acceptance:** The CONSTRUCTION MANAGER’s Guaranteed Maximum Price (“GMP”) proposal, including general conditions costs dated March 11, 2026, attached hereto and incorporated herein, is accepted by the OWNER.

2. **Construction Management Fee:** The Construction Management Fee is fourteen point nine-seven percent (14.97%) of the Cost of the Work, as defined in Chapter 2, Article 2, Section 2.7.2.3. This Management Fee shall not exceed the applicable fee in the attached bid sheet. The Management Fee shall be paid as follows:

- Percentage of the Cost of the Work; or

× Fixed Sum (Upon Owner's sole discretion pursuant to Chapter 2, Article 2, Section 2.7.2.3).

3. **Subcontracts Costs:** The Subcontracts Cost is \$576,513.00.
4. **Estimated OWNER's Costs:** The Estimated OWNER's Costs, as defined in Chapter 2, Article 2, Subsection 2.7.3, shall be \$0.00.
5. **Guaranteed Maximum Price:** The Guaranteed Maximum Price is \$929,391.00.
6. **Substantial Completion Date:** The Date of Substantial Completion shall be August 25, 2026.
7. **Final Completion Date:** The Date of Final Completion shall be either: (1) 30-days after date of substantial completion; or if applicable, (2) 30-days after receipt of OWNER's statutorily required list of items required to be rendered complete, satisfactory, and acceptable, pursuant to section 218.735, Florida Statutes.

8. **Authorization to Proceed:** The OWNER hereby issues this Authorization for Construction. A separate formal Notice to Proceed (NTP) will be issued after the execution of the Work Order and upon satisfaction of all preconditions stated herein. The estimated date for the commencement of construction activities will be determined at the Work Order level. The CONSTRUCTION MANAGER is authorized to commence construction activities only upon receipt of the formal Notice to Proceed.

9. **Conditions Precedent:** The following conditions must be met before the commencement of construction:

- All necessary permits and approvals
- Required insurance documentation must be submitted and approved

10. **Exhibits:** This Appendix I shall include the following Exhibits:

Exhibit 1: Index of Plans and Specifications

Exhibit 2: Construction Schedule

Exhibit 3: CONSTRUCTION MANAGER's Project Team

Exhibit 4: Schedule of Values

Exhibit 5: Unit Prices

Exhibit 6: CONSTRUCTION MANAGER's Subcontractors and Suppliers Chart

Exhibit 7: Qualifications and Assumptions as required in Chapter 2, Article 2, Section 2.7.5.6

Exhibit 8: Schedule of Allowances

ATTEST:

(Contractor's Name)

, Secretary

By: _____

(CORPORATE SEAL)

Date: _____

ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ROBERT BRADLEY,
Procurement Administrator

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
CMP