

# CONSTRUCTION PROJECT AGREEMENT

23-RFP00466/AP

Construction Manager/General Contractor for Hernando County  
Fire Station Prototypes

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando  
Construction Manager/General Contractor for Hernando County Fire  
Station Prototypes  
23-RFP00466/AP

Recitals .....  
Article 1 .....  
Article 2 .....  
Article 3 .....  
Article 4 .....  
Article 5 .....  
Article 6 .....  
Article 7 .....  
Article 8 .....  
Article 9 .....  
Article 10 .....  
Article 11 .....  
Article 12 .....  
Article 13 .....  
Article 14 .....  
Article 15 .....  
Article 16 .....  
Article 17 .....  
Signatures .....  
Exhibits

## **RECITALS**

### **CONSTRUCTION PROJECT AGREEMENT**

#### **BETWEEN COUNTY AND CONSTRUCTION MANAGER**

THIS AGREEMENT is entered into by and between the Hernando County, a political subdivision of the State of Florida, hereinafter referred to as the County, and Manhattan Construction Company LLC, having its offices at 5405 Cypress Center Drive, Suite 200, Tampa, FL 33609 whose General Contractor License Number is CGC1527515, engaged to serve as Construction Manager/General Contractor, hereinafter referred to as the Construction Manager.

## 1. ARTICLE 1

### THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established with the County by this Agreement, covenants with the County to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the County, and agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the County.

#### 1.1. The Construction Team

The Construction Manager, the County, and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership during the Preconstruction Phase with support from the Construction Manager and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team are shown in Exhibit A attached.

#### 1.2. Extent of Agreement

This Agreement is for the completion of Construction Management Services for Hernando County Fire Station Prototypes entered into between the County and the Construction Manager, and supersedes any prior negotiations, representations, or agreements. When drawings, specifications and other descriptive documents defining the work to be included under a construction authorization are substantially complete, they shall be identified in the construction authorization issued by the Project Director. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are sufficiently complete, an Amendment to the Agreement shall be signed by the County and Construction Manager, acknowledging the final GMP amount and the drawings, specifications, and other descriptive documents upon which the GMP is based (GMP Amendment). To expedite the preparation of the GMP Amendment by the County, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer, shall acknowledge on the face of each document of each set that it is the set upon which the Construction Manager based the GMP and shall send one set of the documents to the County's Contracts Administrator along with their GMP proposal, while keeping one set and returning one set to the Architect-Engineer. The GMP proposal shall include the following sections:

- Section One: Summary of Work
- Section Two: GMP Price Summary – To include Construction Authorization & Tax Savings
- Section Three: Scope Clarifications and Assumptions
- Section Four: Detailed Estimate
- Section Five: Bid Tabulations and Recommendations

- Section Six: Preliminary Construction Schedule
- Section Seven: Contract Documents – Drawing List and Specification List

This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both County and Construction Manager.

### 1.3. Definitions

**Architect-Engineer** – Wannemacher Jensen Architects, Inc., 132 Mirror Lake Drive N., Unit 301, St. Petersburg, FL 33701

**Construction Authorization** – The term Construction Authorization shall mean a written work order based on a defined scope of work excluding Construction Manager's fees as specified in Article 8, prepared by the Project Director, and issued to the Construction Manager. Construction Authorizations shall be used prior to the date of the GMP Amendment, and all work performed pursuant to Construction Authorizations shall be included in the GMP.

**Construction Manager** – The Construction Manager responsible for the Project shall be the single point of interface for all trade bidders and contractors for the duration of the Project. For the purposes hereunder, the Construction Manager (including its employees, contractors, subcontractors, etc.) is an independent contractor, and is not and shall not by its performance hereunder be deemed or construed under any circumstance to be an employee, agent, representative, or servant of the County.

**Contract Document** – The Contract Document is comprised of the solicitation, all addenda and exhibits thereto, this Agreement and all its exhibits and appendices, any required documents after award, the Contract Manager's bid/quote/proposal, Notice to Proceed, change orders, all supplementary drawings issued after award of this Agreement.

**County** – Hernando County, a political subdivision of the State of Florida. Also referred to as "Owner".

**County's Representatives** - The Project Director and their superiors or designees. Also referred to as "Owner's Representative."

**Estimate** - The Construction Manager's latest estimate of probable project construction cost.

**F.S.** – Florida Statutes, version in effect on effective date of this Agreement unless otherwise indicated.

**Labor Burden** – Indirect costs, other than wages or salary, to employ a worker.

**Permitting Authority** - The local authority with jurisdiction over the area in which the Project is located.

**Project** - The Project is the total and sum of all work to be performed by Construction Manager and its subcontractors under this Agreement, which allows for multiple projects (estimated 4 throughout contract duration). A Project consists of Construction Management Services required to fully complete a Project as contemplated in Exhibit C Responsibility Matrix.

**Project Director** - The person designated by the County to provide direct interface with the Construction Manager regarding the County's responsibilities. (See Exhibit A)

#### 1.4. County's Construction Budget

County's funds budgeted and requested for construction of a Project under this agreement will be a Fixed Limit of Construction Cost in an amount including furniture, fixtures, and equipment (FF&E) Dollars including all Construction Manager fees, costs of the work and the County's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This County's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be identified by separate documentation as outlined in Article 7.

Project budgets will be determined when bid packages are developed. An amendment to the agreement will be signed by the County and the Construction Manager, acknowledging the bid package and the County's Construction Budget. The Amendment shall include the following sections:

- Section One: Bid Package
- Section Two: County's Construction Budget

## 2. ARTICLE 2

### CONSTRUCTION MANAGER'S SCOPE OF WORK

Construction Manager is responsible for fully and satisfactorily completing the Project, which shall include, but is not limited to, those services described or specified herein. The services described or specified shall not be deemed to constitute an exhaustive specification with the intended purpose or effect of excluding services or responsibilities not specifically mentioned. The County and Construction Manager acknowledge and agree that the County is contracting with the Construction Manager to perform or cause to be performed all work and services necessary to complete the Project.

#### 2.1. Project Management Information System (PMIS) - General

- A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the County and the Architect-Engineer monthly and shall accompany each pay request; alternatively, the Construction Manager may, and is encouraged by the County, to provide the Construction Team with secure Internet access to a maintained construction industry database project management software program or provide the same through any other suitable and acceptable electronic or digital format.
- C. If requested by the Project Director, the Construction Manager shall conduct a comprehensive workshop in Brooksville, Florida for participants designated by the Project Director and additional seminars as required to provide instruction. This workshop and the seminars shall facilitate each participant's and the County's Representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the County and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.
- D. The PMIS shall be described in terms of the following major subsystems:
  - 1. Narrative Reporting, on a monthly basis,
  - 2. Schedule Control, on a monthly basis,
  - 3. Cost Control, and estimating,
  - 4. Project Accounting,
  - 5. Accounting and Payment,

6. and Action Reports.

2.2. Project Management Information System (PMIS) - Narrative Reporting Subsystem

- A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. Any paper reports shall be in 8 1/2" X 11" format.
- B. The Narrative Reporting Subsystem shall include the following reports:
  - 1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by Permitting Authority.
  - 2. A Monthly Cost Narrative describing the current construction cost estimate status of the Project.
  - 3. A Monthly Scheduling Narrative summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
  - 4. A Monthly Accounting Narrative describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.
  - 5. A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
  - 6. A Daily Construction Diary during the construction phase describing events and conditions on the site.
  - 7. A monthly Minority Business Enterprise report during the construction phase summarizing the participation of certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified MBE participant.
  - 8. A Construction Manager's Status Report of Certified Business Enterprise (CBE) Subcontractors is attached to this Agreement as Exhibit I and is to be completed and submitted with each pay request.

9. Construction Manager shall implement a direct tax savings purchase plan approved by the Department of Revenue that, upon acceptance, will be part of the Construction Manager's services.
- C. The reports outlined in subsection 2.2 (B)(1) through (5) above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the County and the Architect-Engineer and others designated by the Project Director with the monthly pay requisition. Additional copies of the report outlined in subsection 2.2 (B)(1) shall be bound separately and distributed monthly as directed by the Project Director.
- D. The report outlined in subsection 2.2 (B)(6) above shall be maintained at the site available to the County and Architect-Engineer. A bound copy of the complete diary shall be submitted to the County at the conclusion of the project.

### 2.3. Project Management Information System (PMIS) - Scheduled Control Subsystem

- A. Master Project Schedule - Upon award of this Agreement, the Construction Team, shall submit a master project schedule covering the planning and design approvals, construction, and County occupancy of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project.
- B. Within thirty (30) days after the date of the County's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Architect-Engineer and County a Construction Schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project. The Construction Schedule must show the sequence in which the Construction Manager proposes each such activity to occur and the duration of each such activity, otherwise known as the dates of commencement and completion, respectively.

An example of an acceptable form of such a Construction Schedule is contained in the U.S. Army Corps of Engineers' Regulation ER 1-1-11 entitled "Network Analysis System", a copy of which is available on the internet. Another form of Construction Schedule which provides the same kind of information and employs the same basic principles as illustrated would be acceptable to the County; provided however, the Architect Engineer shall determine whether the Construction Schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate the Agreement or to withhold any payment.

Following development and submittal of the Construction Schedule, the Construction Manager shall submit an updated or revised Construction Schedule at the end of each calendar month until Substantial Completion is obtained. Circumstances may require the Construction Manager to update and/or revise the Construction Schedule to show the progress of the work; all events which have affected the progress of the work performed; and events which will affect the progress of the work to be performed in contrast with the planned progress of such work as depicted on the original Construction Schedule. Any updates or revisions must show all updates and/or revisions as reflected in previously submitted Construction Schedules. Each such update and/or revision to the Construction Schedule shall be submitted to the Architect-Engineer and Owner.

Failure of the Construction Manager to develop, update, revise, and submit the Construction Schedule shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner sufficient cause exists to terminate the Agreement or to withhold payment to the Construction Manager.

- C. The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:
1. Pre-Bid Schedules (Subnetworks) - The Construction Manager shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors and shall establish milestones keyed to the overall master schedule.
  2. Subcontractor Construction Schedules (Subnetworks) - Upon the award of each sub-contract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
  3. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and County a detailed plan, inclusive of punch lists pursuant to § 255.077, F.S., final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to owner occupancy by the County. The Occupancy Schedule shall be produced and updated monthly from its inception through final owner occupancy.

## 2.4. Project Management Information System (PMIS) - Cost Control Subsystem

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the project requirements, needs, materials, equipment, and systems by building and site elements so that construction will be completed at a cost which, together with all other project costs, will not exceed the maximum total project budget. Requirements of this subsystem include the following submissions at the following phases of the project:

### Estimates

- A. At completion of Schematic Documents for each item or bid package, if applicable.
- B. At Completion of Design Development Phase for Each Item Or Bid Package, if applicable.
- C. At Completion of 50% Construction Documents, if applicable, for Each Item Or Bid Package.
- D. At establishment of the Guaranteed Maximum Price.
- E. Construction Documents Estimates - Prior to the bid of each bid package, when the working drawings and specifications are complete, the Construction Manager shall prepare and submit a cost estimate on the basis of a quantitative material take-off with current local cost for each bid group by subcontract package.

## 2.5. Project Management Information System (PMIS) - Project Accounting Subsystem

The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. The Construction Manager will produce and update this subsystem monthly and include the following reports which together will serve as a basic accounting tool and an audit trail. The Construction Manager will retain all project files in a manner consistent with proper accounting procedures that would be sufficient for an audit by the County for a period of 5 years after final completion of the project. This report will also provide for accounting by building and site element.

- A. Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- B. A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retainage the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate, and base commitment figures

for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

- C. A Cash Flow Spreadsheet showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- D. A Detailed Schedule of Values shall be maintained as necessary to supplement the operation of the project accounting subsystem. The detailed schedule of values will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

## 2.6. Project Manual

- A. Upon award of contract the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination, and evaluation of work performed throughout the project organization including identification of key personnel, responsibilities of Construction Manager, County and Architect-Engineer; workflow diagrams; and strategy for bidding the work. The Project Manual shall be updated as necessary throughout the design, construction, and owner occupancy phases. Five copies of the Project Manual and any updates shall be submitted to the County and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the County and the Architect-Engineer.
- B. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:
  - 1. Project Definition - The known characteristics of the Project or subprojects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.
  - 2. Project Goals - The schedule, budget, physical, technical, and other objectives for the Project shall be defined.
  - 3. Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the project goals.
  - 4. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer, and the County during each phase of the Project.
  - 5. Project Organization - A summary organization chart showing the interrelationships between the County, the Construction Manager and the Architect-Engineer, and other

supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect-Engineer, the Client Agency, and County showing organizational elements participating in the project shall be included.

6. Responsibility Performance Chart - A detailed chart showing the specific responsibilities and interrelationships of the Owner, the Architect-Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within their organization who are assigned to the Project, and also for the personnel of the County and the Architect-Engineer from data supplied by each.
7. Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders.
8. Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

## 2.7. Design Review and Recommendations

- A. Review and Recommendations and Warranty. - The Construction Manager shall be thoroughly familiar with the evolving architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications and shall follow the development of design from preliminaries through working drawings. The Construction Manager shall make recommendations regarding the selection of systems and materials and cost reducing alternatives, including assistance to the Architect-Engineer and County in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Project. The Construction Manager shall furnish pertinent information pertaining to the availability of materials and labor that will be required and shall submit to the County, Permitting Authority and Architect-Engineer such comments that may be appropriate concerning construction feasibility and practicality. The Construction Manager shall call to the Project Director's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents. The Construction Manager shall prepare an estimate of the construction cost utilizing the unit quantity survey method.
- B. Review Reports and Warranty - Within 45 days after receiving the Construction Documents for each phase of the project, the Construction Manager shall perform a specific review focused upon factors of a nature encompassed in Paragraph (A) above and on factors set out in Paragraph (E). Promptly after completion of the review, the Construction Manager shall submit to the Project Director and Permitting Authority, with copies to the Architect-Engineer, a written

report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer regarding same, any comments deemed appropriate regarding the separation of the work into separate contracts, alternative materials, and all comments called for under Paragraph (E). AT COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS (EXCEPTING SPECIFIC MATTERS THAT MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION), THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME. DISCLAIMER OF WARRANTY: - THE COUNTY DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

- C. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials, and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the Project Director and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. As soon as the Architect-Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction Manager shall prepare invitations for bids. The Construction Manager shall keep informed of the progress of the respective subcontractors or suppliers manufacturing or fabricating such items and advise the Project Director, County and Architect-Engineer of any problems or prospective delay in delivery.
- D. Separate Contracts Planning - The Construction Manager shall review the design with the Architect-Engineer and make recommendations to the County and to the Architect-Engineer regarding the division of the work in such manner that will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the County.
- E. Interfacing
  - 1. The Construction Manager shall take measures appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items will be

performed without duplication or overlap and sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate Construction Managers.

2. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Paragraph (B) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, so that the Project Director and Architect-Engineer may arrange for necessary corrections.

- F. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the County's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers, and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities which are planned to become the property of the County at the conclusion of the project shall be evaluated based on cost over the life of the Project. The Construction Manager shall consider owning versus leasing and obtain at least two (2) proposals for leasing and at least two (2) proposals for purchasing, and then analyze which is least expensive over the usage life of the item. The Construction Manager shall present the evaluation with recommendation to the County for approval. When the Construction Manager wishes to supply job-site facilities from their own equipment pool, they shall first evaluate owning versus leasing as discussed above. If leasing is found to be the least expensive approach, then such job-site facilities may be leased from their own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased which may become the property of the County at the conclusion of the Project, the Construction Manager shall maintain ownership responsibilities of such facilities until the Project is completed. Reimbursement for cost of such equipment will be made at the conclusion of the Project at the documented purchase price. At that time, the Construction Manager shall provide the County with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to the County or to the County's designee. The Construction Manager is responsible for proper care and maintenance of all job-site facilities while in his control. At the time of transfer to the County, the County may refuse acceptance of the job-site facilities if the County determines in its sole discretion that the job-site facilities have not been properly cared for by the Construction Manager or that such acquisition would not otherwise be in the best interest of the County. In such event, the Construction Manager will be reimbursed for such item in accordance with Article 9 Direct Cost Items (D) hereof.

G. Weather Protection - The Construction Manager shall ascertain what, if any, temporary enclosures of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team its recommendations for requirements of this nature and in which contract or contracts they should be included.

H. Market Analysis and Stimulation of Bidder Interest

1. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project, and shall make analysis to: (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determinations, make recommendations appropriate to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
2. Within 30 days after receiving Notice to Proceed, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information pertaining to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Project Director and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local marketplace and identify and encourage bidding competition.
3. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.8. Construction Phase - Construction Manager's Staff

The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "D" to this agreement. The Construction Manager shall not change any of those persons named in "D" unless mutually agreed to by the County and Construction Manager. In such case, the County shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.9. Construction Phase - Lines of Authority

The Construction Manager shall establish and maintain lines of authority for their personnel and shall provide this definition to the County and all other affected parties such as the code inspectors of the

Permitting Authority, the sub-contractors, the Architect-Engineer and the County's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The County and Architect-Engineer may attend meetings between the Construction Manager and their subcontractors; however, such attendance shall not diminish the authority or responsibility of the Construction Manager to administer the subcontractor.

#### **2.10. Construction Phase - Schedule and Project Manual Provisions**

The Construction Manager shall provide subcontractors and the County, its representatives, and the Architect-Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by section 2.6 (Project Manual) and expanded for the construction phase employing their respective milestones, beginning, and finishing dates, their respective responsibilities for performance and the relationships of their work to subcontractors and suppliers. The Construction Manager shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance, and the relationships of the work to the work of their subcontractors and suppliers, to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. They shall advise the County, its representatives, and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one (1) week notice unless such notice is made impossible by conditions beyond their control. They shall hold job-site meetings at least once each month with the Construction Team and at least once each week with the subcontractors and the Architect-Engineer's Field Representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.

#### **2.11. Subcontractors and Suppliers**

The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

## 2.12. Administration

- A. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids.
- B. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner has a reasonable objection to the Construction Manager's recommended bidder, then a Change Order shall be issued to adjust the Contract Time and the GMP by the difference between the bid of the recommended bidder and the amount of the subcontract or other agreement actually signed by an alternative bidder to whom the County has no reasonable objection.
- C. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 9.2 Direct Cost Items and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

## 2.13. Construction Phase - Bonds

In accordance with the provisions of Section § 255.05, F.S., the Construction Manager shall provide to the County, on forms furnished by the County, a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Article 9 and inclusive of the Construction Manager's fees.

To be acceptable to the Department of Management Services as Surety for Performance Bonds and Labor and Material Payment Bonds, a surety company shall comply with the following provisions:

- A. The surety company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, Office of Insurance Regulation, authorizing it to write surety bonds in the State of Florida.
- B. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- C. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
- D. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- E. If the contract award amount exceeds \$500,000, the surety company shall also comply with the following provisions:
  - 1. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

CONTRACT AMOUNT (INSERT \$\$\$) - POLICYHOLDER'S RATING REQUIRED:

- a. \$ 500,000 TO \$1,000,000 A- CLASS I
    - b. \$1,000,000 TO \$2,000,000 A- CLASS II
    - c. \$2,000,000 TO \$5,000,000 A- CLASS III
    - d. \$5,000,000 TO \$10,000,000 A- CLASS IV
    - e. \$10,000,000 TO \$25,000,000 A- CLASS V
    - f. \$25,000,000 TO \$50,000,000 A- CLASS VI
    - g. \$50,000,000 TO \$100,000,000 A- CLASS VII
    - h. \$50,000,000 TO \$100,000,000 A- CLASS VII
- 2. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
  - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services, Office of Insurance Regulation to do business in this state have been met.

- b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

#### **2.14. Construction Phase - Quality Control**

The Construction Manager shall develop and maintain a program, acceptable to the County and Architect-Engineer, to assure quality control of the construction. The Construction Manager shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each subcontractor to ensure that corrections are made in a timely manner and to maintain the efficient progress of the work. Should disagreement occur between the Construction Manager, the County or the Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the County shall be the final judge of performance and acceptability.

#### **2.15. Construction Phase - Subcontractor Interfacing**

Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the County and all its agents and representatives including the Architect-Engineer. The Construction Manager shall negotiate all change orders, field orders and requests for proposals with all affected subcontractors; the Construction Manager shall review the costs of those proposals and advise the County and Architect-Engineer of their validity and reasonableness, acting in the County's best interest prior to requesting approval of each change order from the County. Before any work is begun on any change order, a written authorization from the County must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. They shall request the Architect-Engineer to make interpretations of the drawings or specifications requested by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Project Director and Architect-Engineer when timely response is not occurring on any of the above.

#### **2.16. Construction Phase - Permits**

The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a direct cost item.

#### **2.17. Construction Phase - Job Site Requirements**

- A. The Construction Manager shall provide for each of the following activities as a part of the construction phase fee:
  - 1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
  3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
  4. Provide labor relations management for a harmonious, productive project.
  5. Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
  6. Provide a quality control program as developed under "Construction Phase - Quality Control" hereinabove.
  7. Miscellaneous office supplies that support the construction efforts which are used by their own forces.
  8. Travel to and from the home office to the project site and Tallahassee as the Project requires.
- B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:
1. Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
  2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

## **2.18. Construction Phase - Job Site Administration**

The Construction Manager shall provide as part of the construction phase fee, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

- A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering including direct tax saving purchases and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements. In addition, regular project status meetings will be held between the Architect-Engineer, County and Construction Manager either biweekly or monthly, whichever is designated by the Project Director. Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand. Identify party or parties responsible for follow up on any problems, delay items or questions and record

the course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process.
- C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking, and follow-up procedures on supplier commitments of all subcontractors.
- D. Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.
- E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer.
- F. Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the County and the Architect-Engineer including information on the subcontractor's work, and the percentage of completion. Keep a daily log available to the County, the Architect-Engineer and the Permitting Authority inspectors.
- G. Subcontractor's Progress - Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- H. Substantial Completion - Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. From the Architect-Engineer's list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the County's review. If the Construction Manager wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with its own forces, the Architect-Engineer will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule. The Architect-Engineer will issue a certificate of substantial completion when the work on the pre-substantial punch list has been accomplished (See Exhibit E).
- I. Final Completion - Monitor the Subcontractor's performance on the completion of the project and provide notice to the County and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the County, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion form shown in Exhibit F.
- J. Start-Up - With the County's personnel, direct the checkout of utilities, operations, systems, and equipment for readiness and assist in their initial start-up and testing by the trade Construction Managers.

- K. **Record Drawings** - During the progress of the work, the Construction Manager shall require the plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduits, pipe, and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by change order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

Each drawing shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.

The Construction Manager shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original benchmark used for the institution or for the Project.

## **2.19. Construction Phase - Administrative Records**

The Construction Manager will maintain at the job site, unless agreed to otherwise by the Project Director, on a current basis, files, and records such as, but not limited to the following:

- Contracts or purchase orders
- Shop drawing submittal/approval logs
- Equipment purchase/delivery logs
- Contract drawings and specifications with addenda
- Warranties and guarantees
- Cost accounting records
- Sales Tax Recovery Status Report
- Labor costs
- Material costs
- Subcontractor Payment Exception Report
- Equipment costs
- Cost proposal requests
- Payment request records

- Meeting minutes
- Cost estimates
- Bulletin quotations
- Lab test reports
- Insurance certificates and bonds
- Contract changes
- Material purchase delivery logs
- Technical standards
- Design handbooks
- "As-Built" marked prints
- Operating and maintenance instructions
- Daily progress reports
- Monthly progress reports
- Correspondence files
- Transmittal records
- Inspection reports
- Bid/award information
- Bid analysis and negotiations
- Punch lists
- PMIS schedule and updates
- Suspense (tickler) files of outstanding requirements
- Project Manual

The project records shall be available at all times to the County and Architect-Engineer for reference or review.

## **2.20. Construction Phase - Owner Occupancy**

The Construction Manager shall provide services during the design and construction phases, which will provide a smooth and successful owner occupancy of the Project. Construction Manager shall provide consultation and project management to facilitate owner occupancy and provide transitional services to

get the work, as completed by the Construction Manager, "on line" in conditions that will satisfy County operational requirements.

Construction Manager shall conduct their preliminary punch list inspection and coordinate the completion of all punch list work to be done with County occupancy requirements in mind.

Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the County in such a manner as to promote their usability. The Construction Manager shall provide operational training in equipment use to building operators.

Construction Manager shall secure required guarantees and warranties, assemble, and deliver same to the County in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

Construction Manager shall continuously review "As-Built" drawings and mark up progress prints to provide as much accuracy as possible.

The County will not occupy or take control of the Project until the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in paragraphs 2.17 and 2.20 have been completed to the County's satisfaction excluding the requirements for a warranty inspection nine (9) months after owner occupancy.

## **2.21. Construction Phase - Warranty**

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. With respect to the same work, the Construction Manager further agrees to correct all work found by the County to be defective in material and workmanship or not in conformance with the drawings and specifications for a period of one (1) year from the date of substantial completion or for such longer periods of time that may be set forth in specific warranties contained in the trade sections of the specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy.

## **2.22. Direct Purchase Materials**

When requested by the County, the Construction Manager shall implement a direct tax savings purchase plan approved by the Department of Revenue that, upon the County's acceptance, will be part of the Construction Manager's services as outlined below:

- A. The County may elect to purchase materials and equipment included in any trade contractor's bid for a portion of the work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to herein as "Direct

Purchase Materials". At the time the Construction Manager provides the County with the bid tabulation analysis as required by section 2.11 ("Construction Phase") of this Agreement (which bids shall include the cost of all potential Direct Purchase Materials, freight charges F.O.B. project site, and sales taxes applicable thereto), the Construction Manager shall submit to the County a list, prepared by applicable trade contractors, of materials and equipment appropriate for consideration by the County as Direct Purchase Materials.

- B. If the County elects to purchase any Direct Purchase Materials, it shall so notify the Construction Manager and the Construction Manager shall thereafter promptly furnish to the County, at least seven (7) days prior to the date such Direct Purchase Materials must be ordered, a purchase order request reflecting the approved Direct Purchase Materials, together with acceptable evidence that the Construction Manager competitively bid the trade contracts in accordance with section "Construction Phase" of this Agreement which includes the Direct Purchase Materials. Acceptable evidence means, at a minimum, that the Construction Manager performed all advertising required by section "Construction Phase" of this Agreement, utilized pre-qualification criteria approved by the County and obtained written, sealed quotes from at least three (3) bidders for the applicable trade contracts; or provide a written explanation if any of the above criteria is not met. In addition, the Construction Manager shall reduce the applicable trade contractor's subcontract amount by the cost of the Direct Purchase Materials and sales tax related thereto.
- C. Upon issuance of a purchase order to the material supplier, the Construction Manager shall:
1. Execute, with the County, a deductive change order to this Agreement for the value of the Direct Purchase Material, excluding sales tax.
  2. Issue and execute a deductive change order to the trade contractor's subcontract for the value of the Direct Purchase Material, including related sales tax.
  3. Apply the value of the sales tax towards the pre-credit included in the Guaranteed Maximum Price.
  4. The Construction Manager shall provide an accounting to the County of the sales tax pre-credit on a monthly basis within the PMIS report.
  5. The Construction Manager shall develop a County's pre-credit sales tax savings contingency budget within the Schedule of Values. Use of these funds will be at the sole discretion of the County and may, at the direction of the County, be incorporated into a deductive change to the Guaranteed Maximum Price.
  6. If, for any reason, the value of the sales tax savings achieved through this program does not equal or exceed the pre-credit included in the Guaranteed Maximum Price, then the County shall execute a change order to the Construction Manager for the difference between the

actual sales tax savings achieved, and the pre-credit included in the Guaranteed Maximum Price.

- D. Upon County's receipt of the purchase order request and supporting materials, the County will review the same and, if approved, issue a purchase order directly to the supplier of the applicable Direct Purchase Material, with delivery F.O.B. project site. Upon delivery of the Direct Purchase Materials to the project site, the Construction Manager shall ensure that the Direct Purchase Materials are as requested in the County's purchase order. The Construction Manager shall immediately document receipt of the materials and the content of the shipment and shall forward all paperwork including receiving reports, bills of lading, packing slips, invoices, and associated back-up documentation to the County. Upon receipt of the documentation confirming the shipment, the County will take title to the Direct Purchase Materials. Upon receipt of a properly prepared invoice from the supplier issued to County, the County will process the invoices and issue payment directly to the applicable supplier.
- E. Whenever County-furnished contractor-installed materials or equipment are shipped to the project site, the Construction Manager shall notify the County and shall be responsible for their acceptance, proper storage, and incorporation into the work provided the scope of the County-furnished contractor-installed work is included within the Guaranteed Maximum Price.
- F. At no additional cost to the County and as required by the Agreement, the Construction Manager shall continue builder's risk insurance on the Direct Purchase Materials, naming the County as the insured or an additional insured. The County shall reimburse the Construction Manager for the cost of such insurance as provided by the Agreement.
- G. Except to the extent modified by this section, the Construction Manager shall be responsible for satisfying all of its other obligations with respect to the Direct Purchase Materials pursuant to this Agreement, as if the Direct Purchase Materials had been purchased by it. There shall be no additional charge to the County for services provided pursuant to this section.

### 3. ARTICLE 3

#### COUNTY'S RESPONSIBILITIES

##### 3.1. COUNTY'S RESPONSIBILITIES

- A. County's Information - The County shall provide full information regarding the requirements for the Project.
- B. County's Representative - The County shall designate a representative who shall be fully acquainted with the Project and shall define the lines of County authority to approve project construction budgets, and changes in the Project. He shall render decisions promptly and furnish information expeditiously.
- C. Architect and Engineer's Agreement - The County shall retain an Architect-Engineer for design and to prepare construction documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the County and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the County and the Architect-Engineer shall not be modified without written notification to the Construction Manager.
- D. Site Survey and Reports - The County shall provide for the furnishing for the site of the project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.
- E. Approvals and Easements - The County shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, as part of the GMP.
- F. Legal Services - The County shall furnish such legal services as may be necessary for providing the items set forth in Article 3 and such auditing services that may be required.
- G. Drawings and Specifications - The Construction Manager will be furnished a reproducible set of all copies of drawings and specifications reasonably necessary and ready for printing by the Architect-Engineer.
- H. Cost of Surveys & Reports - The County shall furnish to the Construction Manager the services, information, surveys, and reports required by the above paragraphs with reasonable promptness in accordance with the approved schedule at the County's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- I. Project Fault Defects - If the County becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, the County shall give prompt written notice to the Construction Manager and Architect-Engineer.

- J. Funding - The County shall furnish to the Construction Manager, according to the established schedule, reasonable evidence satisfactory that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work unless authorized in writing by the County.
- K. Lines of Communication - The County and Architect-Engineer shall communicate with the Construction Manager's subcontractors or suppliers only through the Construction Manager.
- L. Lines of Authority - The County shall establish and maintain lines of authority for its personnel and shall provide this definition to the Construction Manager and all other affected parties.
- M. Permitting & Code Inspections - The Construction Manager must recognize and fully cooperate and coordinate with the Permitting Authority during the course of the Project.

## 4. ARTICLE 4

### PERMITTING AND INSPECTION

Before work can begin, it is necessary by statute for the Construction Manager to obtain a building permit. In addition, construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Permitting Authority. The building permitting and code inspection requirements shall be as described in building permits through code inspections hereinafter.

#### 4.1. Building Permits

The Contractor shall pay for all permits. The County and Architect-Engineer shall be required to provide such information to the Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contract Manager shall pull the building permit, and shall be responsible for delivering and posting the building permit at the project site prior to the commencement of construction. The County and Architect-Engineer shall fully cooperate with the Construction Manager when and where necessary.

#### 4.2. Code Inspections

All projects will require detailed code compliance inspections by the local authorities with jurisdiction over the area in which the project is located. The disciplines normally include, but are not limited to, structural, mechanical, electrical, plumbing and general building. The Construction Manager shall make all permits, drawings, specifications, previous inspection reports, and change documents available to code inspectors. The contractor shall provide a copy of each inspection report to the Architect/Engineer in a timely fashion.

## 5. ARTICLE 5

### SUBCONTRACTS

#### 5.1. Definition

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Document shall create any contractual relation between the County or Architect-Engineer and any subcontractor.

#### 5.2. Proposals

Subject to Article 9 and, in accordance with Article 2, Construction Phase - Advertisement and Competitive Bidding Procedures, the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after review of each proposal and is satisfied that the subcontractor is qualified to perform the work.

#### 5.3. Required Subcontractors' Qualifications and Subcontract Conditions

- A. Sub contractual Relations - By an appropriate written agreement, the Construction Manager shall require each subcontractor to the extent of the work to be performed by the subcontractor, to be bound to the Construction Manager by the terms of the Contract Document, and to assume all the obligations and responsibilities which the Construction Manager assumes by the Contract Document. Said agreements shall preserve and protect, and not be prejudicial to, the rights of the County and Architect-Engineer under the Contract Document. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with their sub-subcontractor. The Construction Manager shall make available to each proposed subcontractor, prior to the execution of a subcontract, copies of the Contract Document to which the subcontractor will be bound by this Article 5.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Document. Each subcontractor shall similarly make copies of such Contract Document available to its sub-subcontractors.
- B. Subcontract Requirements
  - 1. All subcontracts shall provide:
    - a. **LIMITATION OF REMEDY - NO DAMAGES FOR DELAY**
      - i. That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the County or Architect-Engineer or attributable to the County or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.
      - ii. In the event of a change in the work the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no

- iii. more than 15% for overhead and profit and bond costs.
- iv. Each subcontract shall require the subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses, or additional compensation.
- b. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the County, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

#### 5.4. Responsibilities for Acts and Omissions

The Construction Manager shall be responsible to the County for the acts and omissions of their employees and agents and their subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

#### 5.5. Subcontracts to be provided

The Construction Manager shall include a copy of each subcontract, including the general supplementary conditions, in the project manual.

## 6. ARTICLE 6

### SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL

#### 6.1. SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL

At the time a GMP is established, as provided for in Article 7, a project substantial completion date, a project final completion date and an owner occupancy date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and owner occupancy date.

##### A. Contract Time; Liquidated Damages:

The Construction Manager shall achieve Substantial Completion of the Work as defined in the GMP. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$1,500.00 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date(s) of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due to Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of demand at the maximum allowable rate.

##### B. Claims for Consequential Damages:

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- (i) Damages incurred by the Owner or Construction Manager for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons, unless any of such damages or losses are covered by Construction Manager's Insurance and/or Performance Bond.
- (ii) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section 6.1. shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

The date of owner occupancy shall occur as described in Article 2, Construction Phase - Owner Occupancy hereinabove. Warranties called for by this Agreement or by the drawings and specifications shall commence on the date of substantial completion.

## **7. ARTICLE 7**

### **GUARANTEED MAXIMUM PRICE (GMP) FOR CONSTRUCTION**

#### **7.1. GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

When the design development documents are sufficiently complete to establish the scope of work for the Project or any portion thereof (as generally defined by a design document listing to be provided by the Architect-Engineer and Construction Manager upon execution of this Agreement, which is to be used only as a guide in developing the specifications and plan data necessary to establish a GMP), or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the County for approval a GMP guaranteeing the maximum price to the County for the construction cost of the Project or designated portion thereof. The GMP will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the County shall be the actual cost of all work necessary for the Construction Manager to complete the Project, including subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9, plus the Construction Manager's fees or the GMP, whichever is less when the work is complete.

The GMP will only include those taxes in the cost of the Project which are legally applicable at the time the GMP is established.

At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the cost of work, a GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the County. Documentation for use of the contingency shall be determined by the Construction Team, included in the project manual, and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If bids are received above the applicable line item in the GMP the deficiency will be taken from the contingency, however such events shall not be cause to increase the GMP.

If bids are not received for a portion of the work at or below the applicable line-item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

## 8. ARTICLE 8

### CONSTRUCTION MANAGER'S FEE

#### 8.1. CONSTRUCTION MANAGER'S FEE

- A. In consideration of the performance of the Agreement, the County agrees to pay the Construction Manager as compensation for his services, fees as set forth in Subparagraphs A(1), A(2) and A(3).
1. Preconstruction Phase Fee - For the performance of the services set forth under Article 2, Scheduled Control Subsystem, Cost Control Subsystem, DESIGN REVIEW AND RECOMMENDATIONS (Review and Recommendations and Warranty) and (Review Reports and Warranty) and for profit and overhead related to these services, a total fee as negotiated per each Fire Station Project Amendment. The preconstruction phase fee is based on constructability review, value engineering and estimates of probable cost and shall be paid as follows:
    - a. At Guaranteed Maximum Pricing/Bidding Deliverable \$TBD.
    - b. The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to the Project and the duration of their assignments are shown on Exhibit C.
  2. Construction Phase Fee (General Conditions from proposal) - Prior to commencement of the construction phase, the County will direct the Construction Manager in writing to proceed into the construction phase. The Construction Manager's compensation for work or services performed during the construction phase shall be a fee as negotiated per each Fire Station Project Amendment. The Construction Manager's compensation for work or services shall be invoiced and paid in equal monthly payments (based on the final schedule in the GMP and the corresponding construction schedule. (However, the County retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Director question the need for the employee or employees). The first monthly payment shall become due thirty days following the issuance of the first Construction Authorization by the Project Director and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of the project accepted by the County. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the County.
    - a. Adjustments in Fee – For changes in the Project as provided in Article 10, the construction phase fee shall be adjusted as follows:

- i. The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
- ii. Should the duration of the construction stipulated herein for final completion extend beyond the duration established in the final GMP after the Notice To Proceed, receipt of final drawings and specifications, or receipt of all necessary permits, whichever is later, due to no fault of the Construction Manager, the Construction Manager's additional construction phase fee will be up to \$2,885.00 per working day based upon the final general conditions in the GMP, for each day or portion thereof.
- iii. The Construction Manager will not be due any additional overhead and profit on increases in the GMP that do not exceed the duration established in the final GMP. Should the GMP be increased by more than the duration established in the final GMP under the terms of Article 10 due to no fault of the Construction Manager, the Construction Manager's additional overhead and profit for the construction phase will be 4.9% of that portion of the accumulative increases in the GMP that exceed the GMP.
- iv. Construction Manager's Exclusive Remedy: In the event the construction substantial or final completion date is extended, regardless of whether delay is caused by any act or neglect of the County or the Architect-Engineer, or is attributable to the County or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of additional construction phase fees and overhead and profit for construction phase as provided above.
- i. Costs and Expenses Included in Fee -- The following are included in the Construction Manager's fee for services during the construction phase:
  - a) General operating expenses related to this project of the Construction Manager's principal and branch offices.
  - b) The costs of all data processing staff.
  - c) Salaries or other compensation of the Construction Manager's employees at the job site. The Construction Manager's personnel to be assigned to the site during the construction phase under the job site management and supervision fee, their duties and responsibilities and the duration of their assignment are shown on Exhibit D.
  - d) General operating expenses incurred in the management and supervision of the

project, except as expressly included in Article 9.

e) Those services set forth in Article 2 construction phase – Job Site Requirements(A).

f) Direct tax saving purchase program.

3. Overhead And Profit For Construction Phase – For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the fee shall be 4.9%, and shall be paid proportionally to the ratio of the cost of the work in place (less retainage pursuant to Article 12) as reflected in the latest estimate of the total construction cost, or to the GMP, or to the County's construction budget, whichever is less. The balance of the fee shall be paid when construction of the project is finally completed, and occupancy of the project accepted by the County. If construction is authorized only for a part of the project, the fee paid shall be proportionate to the amount of work authorized by the County. The Construction Manager's exclusive remedy for any adjustments in the overhead and profit for construction phase fee is provided in Article 8, Construction Phase (Adjustment Fee).

## 9. ARTICLE 9

### COST OF THE PROJECT

#### 9.1. Definition

The term "Cost of the Project" shall mean costs necessarily incurred in the Project during the construction phase for construction services and paid by the Construction Manager which are not included in Article 8. Such costs shall include the items set forth below in this Article.

The County agrees to pay the Construction Manager for the Cost of the Project as defined in Article 9. Such payment shall be in addition to the Construction Manager's fees stipulated in Article 8.

#### 9.2. Direct Cost Items

- A. Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of the work under Agreement, times a multiplier to cover fringe benefits. The multiplier must be provided by the Construction Manager in a proposal and approved by the County prior to work commencing (that written justification will be included in the contract as Exhibit J).
- B. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
- C. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for their work performed pursuant to contract under this Agreement.
- D. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the County at the end of the Project, and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager. For those items to be turned over to the County at the end of the Project, Article 2.3 shall apply.
- E. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a subcontractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
- F. Cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project. This includes any subcontractor bonds the Construction Manager deems appropriate.

- G. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- H. The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the County to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the plans and specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- I. Minor expenses at the site, such as telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.
- J. Costs for trash and debris control and removal from the site.
- K. Cost incurred due to an emergency affecting the safety of persons and property.
- L. Legal costs reasonably and properly resulting from prosecution of the Project, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
  - 1. The County approves incurring such costs in advance, which approval shall not be unreasonably denied; and
  - 2. The legal costs are not incurred as result of the Construction Manager's own negligence or default.
  - 3. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.
- M. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8.
- N. Transportation greater than 100 miles from the site for those personnel employed directly for the Project. Such transportation must be approved in advance by the County, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by § 112.061, F.S.
- O. Costs of all reproductions used for bidding or information purposes required by the project to directly benefit the Project.
- P. Costs of general job office supplies including paper, pencils, paper clips, file folders, staples, etc. and janitorial supplies.
- Q. Costs for watchman and security services for the Project.
- R. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.

- S. Costs for such temporary facilities during construction, as approved by the County, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
- T. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager that are required to complete the work.
- U. Cost of utilizing a computer aided design and drafting application (CADD) for record drawings described in Article 2.4. Upon completion of the work, the Construction Manager shall obtain two (2) paper copies and two (2) sets of disk files from the Architect-Engineer and record to scale all as-built conditions. The disk shall be submitted to the Architect-Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the County at the time of final completion.

For those Construction Managers who do not have CADD capabilities, the as-built marked-up drawings will be submitted to the Architect-Engineer. The Architect-Engineer will make the electronic updates and provide two (2) paper copies and two (2) sets of CADD disk files and return them to the Construction Manager for development of the close-out documents.

If requested by the County, the Construction Manager will perform all or a portion of any item in Article 9 for the cost of the Project. If approved by the County, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct Cost of the Project.

## 10. ARTICLE 10

### CHANGE IN THE PROJECT

#### 10.1. Change Orders

The County, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the construction completion date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by change order signed by the County before the change is implemented.

- A. A change order is a written order to the Construction Manager signed by the County issued after the execution of this Agreement, authorizing a change in the Project, the Construction Manager's fee, or the construction completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Project.
- B. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:
  - 1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and County;
  - 2. by unit prices stated in the Agreement or subsequently agreed upon;
  - 3. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
  - 4. by the method provided in subparagraph 10.1.C..
- C. If none of the methods set forth in subparagraph 10.1.B is agreed upon, the Construction Manager, if it receives a written change order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. However, in the event a change order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the County. In such case, and also under subparagraph 10.1.B., the Construction Manager shall keep and present, in such form as the County may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the GMP to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
- D. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are changed in a proposed change order so that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the

County or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

- E. Should the following conditions exist, the GMP and the construction completion date shall be equitably adjusted by change order upon in accordance with Article 10, Claims for Additional Cost or Time:
1. concealed conditions encountered in the performance of the work below the surface of the ground;
  2. concealed or unknown conditions in an existing structure at variance with the conditions indicated by the drawings, specifications, or County-furnished information;
  3. unknown physical conditions below the surface of the ground;
  4. concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement

#### **10.2. Claims For Additional Cost Or Time**

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the County or the Architect or of any employee of either or by any separate construction manager employed by the County or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the County pending resolution of disputes, and such delay extends the completion date, the substantial completion shall be extended by change order for such reasonable time as the Construction Team may determine.

Only delays which are determined to extend the critical path for the schedule for constructing the Project will result in a time extension. Neither the County nor the Construction Manager shall be considered to own the schedule float time.

#### **10.3. Minor Changes In The Project**

The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the GMP or an extension of the construction completion date and not inconsistent with the intent of the drawings and specifications. Such changes shall be effectuated by written order. Documentation of changes shall be determined by the Construction Team, included in the project manual and displayed monthly in the PMIS. Changes shall be approved by the Project Director.

#### **10.4. Emergencies**

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the GMP or extension of time

claimed by the Construction Manager due to emergency work shall be determined as provided in Article 10.

## **11. ARTICLE 11**

### **DISCOUNTS AND PENALTIES**

#### **11.1. DISCOUNTS AND PENALTIES**

All discounts for prompt payment shall accrue to the County to the extent the Cost of the Project is paid directly by the County or from a fund made available by the County to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the Construction Manager for late payment of cost of the project will be paid by the Construction Manager.

## 12. ARTICLE 12

### PAYMENTS TO THE CONSTRUCTION MANAGER

#### 12.1. Monthly Statements

The Construction Manager shall submit to the Owner a monthly pay request, notarized if required, along with the cost reports required under Article 2.1.2, showing in detail all monies paid out, costs accumulated, or costs incurred on account of the Cost of the Project during the previous monthly period, and the amount of the Construction Manager's fees due as provided in Article 8. '

Five percent (5%) retainage shall be held on all payments, except when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. In such cases, if the Owner makes any payment of retainage to the Construction Manager that is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Construction Manager shall timely remit payment of such retainage to those subcontractors and suppliers.

Retainage shall not be withheld on services, bonds, insurances, or fees set forth in Article 8. If the Owner makes payment of retainage to the Construction Manager that is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers, the Construction Manager shall timely remit payment of such retainage to those subcontractors and suppliers.

The Pre-Construction Phase Fee, Construction Staffing Fee, and Overhead and Profit shall be shown as separate line items on the Schedule of Contract Values. Payment of the Construction Manager's Overhead and Profit shall be calculated based on the Construction Budget balance or the Guaranteed Maximum Price balance whichever is applicable. The Construction Budget balance or the Guaranteed Maximum Price balance is established by subtracting the Pre-Construction Phase Fee, Construction Staffing Fee and Overhead and Profit from the latest estimate of the total construction cost or to the Guaranteed Maximum Price or to the Owner's Construction Budget, whichever is less. The billable Overhead and Profit is calculated by multiplying the percentage complete of the Construction Budget balance or the Guaranteed Maximum Price balance, as applicable. This data shall be attached to the partial pay request form shown in Exhibit H, attached hereto and made a part hereof by reference. Payments by the Owner to the Construction Manager shall be made as described in Article 17.6.

## 12.2. Supporting Documentation

### 12.3. The following documents are required to be submitted with each invoice:

- (1) The Owner's Certificate of Partial Payment, an example of which is attached as Exhibit G, attached hereto and made a part hereof by reference; 30 DMS Construction Manager Agreement 02/2023
- (2) The Construction Manager's Schedule of Values for the Project; and,
- (3) The Construction Manager's Status Report of Certified Business Enterprise (CBE) Form, an example of which is attached as Exhibit I, attached hereto and made a part hereof by reference. This form must be included even if no Certified Business Enterprise firms were utilized. Final Payment

Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's fee, shall be due and payable as described in Article 17.6 Construction Manager's Payment Right's after the County has accepted occupancy of the project, provided that the Project is finally completed, that the Construction Manager has verified by signature that all items specified on the attached Exhibit H are completed, and that this Agreement has been fully performed. However, if there should remain work to be completed, the Construction Manager and the Architect-Engineer shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and portion of the Construction Manager's fee retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the County shall pay to the Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed.

## 12.4. Payments to Subcontractors

Within ten (10) days after receipt of payment from the County, the Construction Manager shall pay all the amount due subcontractors and suppliers less a retainage of five percent (5%) until the Project is one hundred percent (100%) complete.

If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

### **12.5. Delayed Payments by County**

The County shall submit a payment request for all undisputed amounts to the Chief Financial Officer for payment no more than twenty (20) days after receipt of an approvable payment request. If the County should fail to pay the Construction Manager within thirty (30) days after the receipt of an approvable payment request from the Construction Manager, then the Construction Manager may, upon seven (7) additional days written notice to the County and the Architect-Engineer, stop the Project until payment of the amount owed has been received.

### **12.6. Payments for Materials and Equipment**

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the County on each occasion.

### **12.7. Withholding Payments To Subcontractors**

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the Construction Manager shall immediately return such monies to the County, adjusting pay requests and project bookkeeping as required.

### **12.8. Florida Statutes Regarding Prompt Payment Requirements**

The Construction Manager must be familiar with and follow Chapter 489, Chapter 713, Section 255.071, and Section § 255.073, F.S., regarding payment for construction services, materials, and supplies, and payments to subcontractors, sub subcontractors, materialmen, and suppliers. Failure to do so may result in termination of this Agreement.

## 13. ARTICLE 13

### INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

#### 13.1. Indemnity

The Construction Manager agrees to indemnify and hold the County and Architect-Engineer harmless from all claims for bodily injury and property damage (other than the work itself and other property insured under section Construction Managers Insurance (C) that may arise from the Construction Manager's operations under this Agreement.

- A. The County shall cause any other construction manager who may have a contract with the County to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and the Construction Manager and hold them harmless from all claims for bodily injury and property damage (other than property insured under section 13.2.C. Construction Manager's Insurance that may arise from the Construction Manager's operations. Such provisions shall be in a form satisfactory to the Construction Manager.

#### 13.2. Construction Manager's Insurance

- A. The Construction Manager shall not commence any construction work in connection with this Agreement until they have obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Construction Manager allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified, and doing business, in Florida.
- B. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the County, for the protection of employees not otherwise protected.
- C. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance that shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by

the Construction Manager or by anyone it directly or indirectly employs. The amount of such insurance shall be minimum limits as follows:

1. Construction Manager's Comprehensive General Liability:
    - a. \$1,000,000 Each Occurrence,
    - b. Coverages, Bodily Injury & Property Damage: Combined Single Limit
  2. Automobile Liability Coverages:
    - a. \$1,000,000 Each Occurrence:
    - b. Bodily Injury & Property Damage: Combined Single Limit
  3. Excess Liability, Umbrella Form:
    - a. \$2,000,000 Each Occurrence,
    - b. Combined Single Limit
  4. Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.
- D. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of this subcontract insurance of the type specified above, or to insure the activities of its subcontractors in its own policy as specified above.
- E. County's and Construction Manager's Protective Liability Insurance - The Construction Manager shall procure as a cost of the Project and furnish an Owner's and Construction Manager's Protective Liability Insurance Policy, with the following minimum limits:
1. Bodily Injury Liability & Property Damage Liability
    - a. \$1,000,000 Each Occurrence
    - b. Combined Single Limit
- F. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
- G. Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
- H. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
- I. Indemnification Rider

1. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the County and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist held by any party or person described in this Article.
  2. In any and all claims against the County or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
  3. The obligations of the Construction Manager under this section 13.2.I. Construction Managers Insurance (Indemnification Rider) shall not extend to the liability of the Architect-Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by the Architect-Engineer, their agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
  4. The Construction Manager hereby acknowledges receipt of one hundred dollars and other good and valuable consideration as part of its fee in exchange for giving the County and Architect-Engineer, respectively, the indemnification provided above in section 13.2.I. Construction Managers Insurance (Indemnification Rider).
- J. Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to final acceptance of the Project.
- K. Certificate of Insurance - The Construction Manager shall provide proof of insurance coverage to the County as follows:

1. Certificate of Insurance form will be furnished to the County along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Real Estate Development and Management. This Certificate shall be dated and show:
  - a. The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
  - b. Statement that the insurer will mail notice to the County and a copy to the Architect-Engineer at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.
  - c. Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificate shall clearly state all the coverages required in this section commencing at Construction Managers Insurance and ending with Waiver of Subrogation.
  - d. Certificate of Insurance shall state that the County is listed as additional insured on all appropriate policies.
  - e. Copy of the endorsement or additional insured rider to the General Liability Policy.
  - f. License/Registration Number of authorized Resident Agent.

### 13.3. Waiver of Subrogation

- A. The County and the Construction Manager waive all rights against each other for damages caused by perils covered by insurance provided under Article 13 Construction Manager's Insurance to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the County and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- B. The County and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- C. The County waives subrogation against the Construction Manager on all property and consequential loss policies carried by the County on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- D. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause

them to be so endorsed; failure to obtain proper endorsement nullifies the waiver of subrogation.

## **14. ARTICLE 14**

### **TERMINATION OF THE AGREEMENT AND COUNTY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION**

#### **14.1. Termination by the Construction Manager**

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the County's failure to make payments thereon, then the Construction Manager may, upon seven days written notice to the County, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss, injury or damage sustained or incurred by the Construction Manager that is recoverable under Florida law.

#### **14.2. County's Right to Perform Construction Manager's Obligations and Termination by County for Cause.**

- A. If the Construction Manager fails to perform any of their obligations under this Agreement including any obligation it assumes to perform with its own forces or those of a subcontractor, the County may, after seven (7) days written notice during which period the Construction Manager fails to commence and sufficiently pursue correction of such obligation, make good such deficiencies. The GMP, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the County of making good such deficiencies and the Construction Manager's construction phase fee shall be reduced by an amount required to manage the making good of such deficiencies.
- B. If the Construction Manager is adjudged to be bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed due to its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if the Construction Manager fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the County may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager fails to commence correction of the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method deemed expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor

shall it be relieved from obligations assumed under Article 7. Reasonable termination expenses incurred by the County may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

- C. If the Construction Manager refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Construction Manager in conjunction with this Agreement, then the County may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager still fails to allow access, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method may be deemed expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall they be relieved from their obligations assumed under Article 7. Reasonable termination expenses incurred by the County may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

#### **14.3. Termination by County Without Cause**

- A. If the County terminates this Agreement other than pursuant to section 14.2.B. or C, County's Right to Perform Construction Manager's Obligations and Termination by County for Cause, the County shall reimburse the Construction Manager for any unpaid Cost of the Project due under Article 9, plus that part of the unpaid balance of the construction phase fee in an amount that will increase the payment on account of their fee to a sum which bears the same ratio to the construction phase fee as the Cost of the Project at the time of termination bears to the GMP, if established, otherwise to the County's construction budget. The County shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the County, for any equipment retained. In case of such termination of Agreement the County may further assume and become liable for obligations, commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of their contractual rights, as the County may request or require for the purpose of fully vesting in them the rights and benefits of the Construction Manager.
- B. After the establishment of the GMP or at the completion of the preconstruction phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the County, the County may terminate this Agreement and pay the Construction Manager its proportionate fee due in accordance with Article 8, Construction Manager's Fee.

## 15. ARTICLE 15

### ASSIGNMENT AND GOVERNING LAW

#### 15.1. ASSIGNMENT AND GOVERNING LAW

- A. Neither the County nor the Construction Manager shall assign its interest in this Agreement without the prior written consent of the other except as to the assignment of proceeds.
- B. This Agreement shall be governed by the Laws of the State of Florida. The venue of any litigation shall be in, as appropriate, the Fifth Judicial Circuit, in and for Hernando County, Florida, or the United States District Court, Middle District of Florida, Tampa Division.
- C. Litigation. All claims, disputes, or other matters in question between the County and the Contract Manager arising under the terms of this Agreement and performance hereunder shall be decided by a court of competent jurisdiction and shall not be the subject of arbitration. The parties agree that with respect to any Agreements executed by and between themselves relating to the Project and any other persons or entities performing work on the Project, that such agreements will contain a provision that any disputes shall be resolved in a court of competent jurisdiction, it being the intention of all parties that any dispute be resolved in one consistent forum.
- D. Attorney's Fees. Each party shall be responsible for its own costs and attorney's fees in the event of any dispute, claim, action, or appeal arising from or related to this Agreement or the transactions contemplated herein.
- E. Waiver of Right to Jury Trial. Each party hereto irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

## **16. ARTICLE 16**

### **NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY**

#### **16.1. NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY**

- A. The Construction Manager's right to make claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the County of the costs, damages, or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
1. All claims must be submitted as a Request for Change Order in the manner as provided herein.
  2. The Construction Manager must submit a Notice of Claim to the County and to the Architect-Engineer within 20 days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
  3. Within 10 days of submitting its Notice of Claim or whenever impact of the occurrence giving rise to the claim stops, whichever is later, the Construction Manager shall submit to the County its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.
  4. The Construction Manager agrees that the County shall not be liable for any claim for which the Construction Manager fails to submit a Request for Change Order.
- B. After receipt of a Request for Change Order, the County, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim. For matters subject to the determination by final agency action (not actions for breach of contract or tort) the County's written decision shall be final agency action unless the Construction Manager requests an administrative proceeding pursuant to Section § 120.57, F.S., by filing a petition in compliance with Rule Chapter 28-106, F.A.C. within twenty-one (21) days of the Construction Manager's receipt of the County's determination. The venue for all civil and administrative actions against the County shall be in Leon County, Florida, unless otherwise agreed by the parties.
- C. For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the County or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16 (A) above, for an extension of the scheduled construction time. In the event of a material change in such work, the Construction Manager's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus profit as identified in section 8.1.A.2.a.iii.,

Construction Manager's Fee, Construction Phase Fee. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedies for delays and changes in such work and eliminates any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

## **17. ARTICLE 17**

### **MISCELLANEOUS**

#### **17.1. Harmony**

The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and their subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction managers now or hereafter on the site of the Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the subcontractors as well as the Construction Manager's own subcontracts; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

#### **17.2. Apprentices**

If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the County shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the State of Florida, Department of Business and Professional Regulation. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.

#### **17.3. Invoices**

Invoices shall be submitted in detail sufficient for a proper preaudit and post audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in § 112.061, F.S., governing payments by the State for travel expenses.

#### **17.4. Construction Manager's Project Records**

The Construction Manager's Project Records shall be maintained as prescribed hereinabove in accordance with the State of Florida General Records Schedule for State Agencies A-1 and shall be made available to the County or its authorized representative at mutually convenient times.

#### **17.5. Minority Participation**

The Construction Manager shall diligently attempt to award some portion of its material contracts and subcontracts to qualified minority-owned businesses. The Florida Office of Supplier Diversity, Department of Management Services will assist in furnishing names of certified minority-owned businesses.

#### **17.6. Construction Manager's Payment Rights**

Upon receipt, the County has thirty (30) days to inspect and approve the goods and services. The County has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days area measured from the latter of the date the pay request is received or the goods or services are received, inspected, and approved.

If payment is not available to the County for transmittal to the Construction Manager within 30 days, a separate interest penalty set by the Chief Financial Officer pursuant to § 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the agency's Fiscal Section on their website. The 30 days are also measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Construction Manager requests payment. Pay requests which have to be returned to the Construction Manager because of Construction Manager preparation errors will result in a delay in the payment and will incur interest. The pay requests payment requirements do not start until a properly completed pay request is provided to the County.

#### **17.7. Public Entity Crime Information Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- A. Criminal Background Checks: Criminal History Background Checks shall be obtained for all employees and agents of the Construction Manager and their subcontractors, their agents and employees, and all other persons performing any of the work under a contract to the Construction Manager working within buildings or facilities either owned or managed by the Department of Management Services. The Construction Manager may also be required to perform Criminal History Background Checks for all employees and agents of the Construction Manager and their subcontractors, their agents and employees, and all other persons performing any of the work under a contract to the Construction Manager working within buildings or facilities owned or managed by other government entities.
- B. The Construction Manager is obligated to obtain and pay for each Criminal History Background Report ("Report") which may be obtained by accessing the website of the Florida Department of Law Enforcement online at <https://web.fdle.state.fl.us/search/app/default>. The Construction Manager must supply FDLE with the employee's complete social security number to allow FDLE to run the report. However, there is no need for either the Inspector General or the Department of Management Services office to have this number in its entirety. Therefore, prior to sending reports to Department of Management Services, and to maintain confidentiality, the Construction Manager must blacken out all but the last four digits of the individual's social security number.

### **17.8. Unauthorized Aliens**

The County shall consider the employment by the Construction Manager of an unauthorized or undocumented alien to be a prima facie violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be grounds for immediate, unilateral termination of this Agreement.

- A. Unauthorized Aliens Checks Through E-Verify – Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, the Construction Manager will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of this Agreement by the Construction Manager to perform employment duties within Florida within 3 business days after the date of hire; and (b) all persons (including subcontractors) assigned by the Construction Manager to perform work pursuant to this Agreement with the Department within 90 calendar days after the date this Agreement is executed or within 30 days after such persons are assigned to perform work pursuant to this Agreement, whichever is later.

### **17.9. Discrimination; Denial Or Revocation For The Right To Transact Business With Public Entities**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

### **17.10. Electronic Mail Capabilities**

The Construction Manager must have e-mail capabilities through the Internet. It is the intention of the Department of Management Services to use e-mail communication for all projects whenever possible. The Construction Manager shall provide and update their e-mail address and the name of a contact person responsible for their electronic communications.

### **17.11. Appropriation Contingency**

The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

### **17.12. Assignment**

For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, the Construction Manager hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes to action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by or on behalf of the State of Florida pursuant to this Agreement

### **17.13. Davis-Bacon Act Requirements**

If any portion of this Project is paid for with federal funds, then all applicable federal labor standards clauses are incorporated into the Contract Documents. The Construction Manager agrees to familiarize him/herself with “Making Davis-Bacon Work – A Contractor’s Guide to Prevailing Wage Requirements for Federally Assisted Construction Projects” and to comply with all applicable regulations.

### **17.14. Employment of State Residents**

To the extent permitted by federal law, Construction Manager shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

### **17.15. Posting of Job Openings**

The Construction Manager will contact the Florida Agency for Workforce Innovation to post its employment needs in the state’s job bank system.

### **17.16. Confidentiality of Building Plans**

Pursuant to Section § 119.071(3)(b), F.S., all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from inspection or disclosure under Florida’s Sunshine laws. The Construction Manager agrees to protect and ensure the confidentiality of such documents under its custody or control in conformance with the requirements of § 119.071(3), F.S., and all applicable law.

Any knowing violation of Chapter 119, Florida Statutes, may be sufficient grounds for immediate termination of this Agreement by the Department of Management Services.

### **17.17. Cooperation with the Inspector General**

Pursuant to section § 20.055(5), F.S., the Construction Manager and its subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

## 18. SIGNATURES

The signatures below of the Chairman of Hernando County Board of County Commissioners and an authorized representative of Manhattan Construction Company LLC, indicate concurrence with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in Hernando County, Florida on this 24th day of 2024.

Board of County Commissioners  
Hernando County, Florida

By: [Signature]  
Elizabeth Narverud, Chairwoman

ATTEST: [Signature] Deputy Clerk  
Chorvat,  
Clerk of Circuit Court and Comptroller



Approved as to Form and Legal Sufficiency

By: Melissa Tartaglia 09/17/24  
County Attorney's Office Date

Manhattan Construction Company LLC

By: [Signature]

Title: J. Michael Miller

VICE PRESIDENT

ATTEST: [Signature]

**23-RFP00466/AP**

**Construction Manager/General Contractor for Hernando County Fire Station Prototypes**

**LIST OF EXHIBITS**

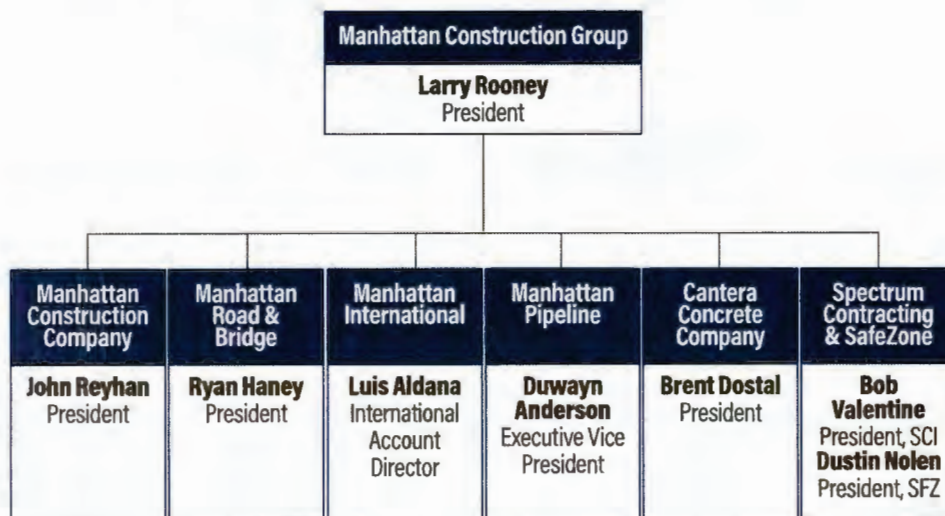
<b>Exhibit A</b>	<b>Construction Team Organizational Chart</b>
<b>Exhibit B</b>	<b>Owner's Construction Budget</b>
<b>Exhibit C</b>	<b>Construction Manager's Personnel Assignments and Responsibilities</b>
<b>Exhibit D</b>	<b>Construction Phase - Construction Manager's Staff</b>
<b>Exhibit E</b>	<b>Presubstantial Punch List</b>
<b>Exhibit F</b>	<b>Final Completion Checklist (Sample)</b>
<b>Exhibit G</b>	<b>Owner's Certificate for Contractor's Payment (Sample)</b>
<b>Exhibit H</b>	<b>Contractor's Application for Payment (Sample) and Final Payment Checklist (Sample)</b>
<b>Exhibit I</b>	<b>Construction Manager's Status Report of Certified Business Enterprise (CBE)</b>
<b>Exhibit J</b>	<b>Written Justification Fringe Benefits (Sample)</b>
<b>Exhibit K</b>	<b>Manhattan Construction Company LLC's Response OR Manhattan Construction Company LLC's Proposal date May 22, 2024</b>



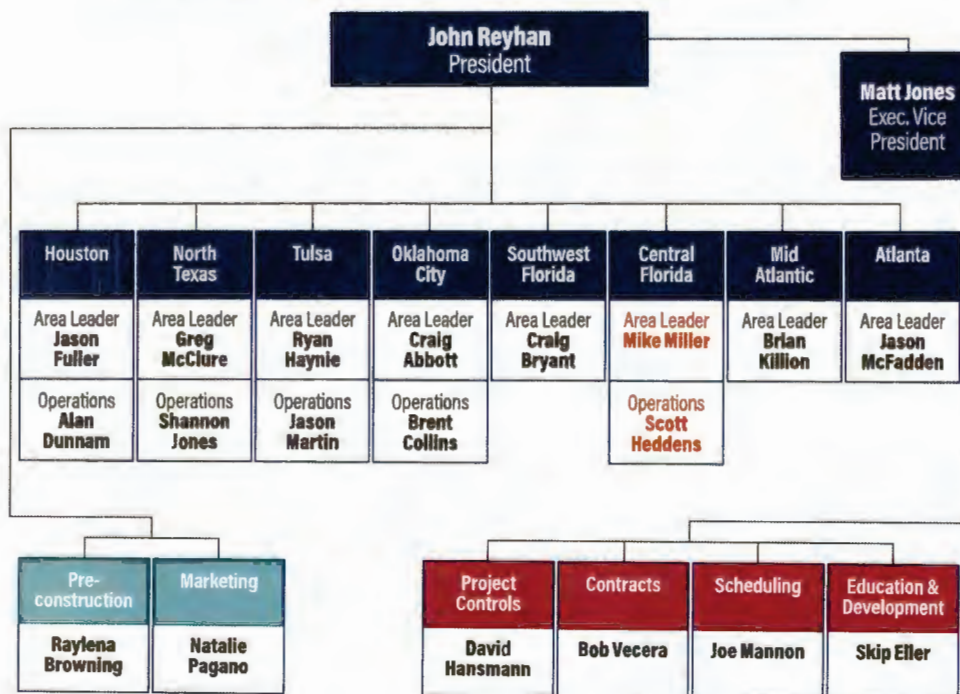
### ► 12.1.1 - Qualifications of the Firm

Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.

**Manhattan Construction Group Organization Chart**



**Manhattan Construction Company Organization Chart**



A project specific organizational chart is included on the following page.

Exhibit B sample Owner's Construction Budget

Exhibit B County's Construction Budget	
TBD - PROJECT SPECIFIC	
	Budget
Construction	\$\$\$
Prime Contractor	\$\$\$
Infrastructure/Landscaping	\$\$\$
Equipment	\$\$\$
Furnishings	\$\$\$
<b>Total</b>	<b>\$ -</b>



► 12.1.1 - Qualifications of the Firm

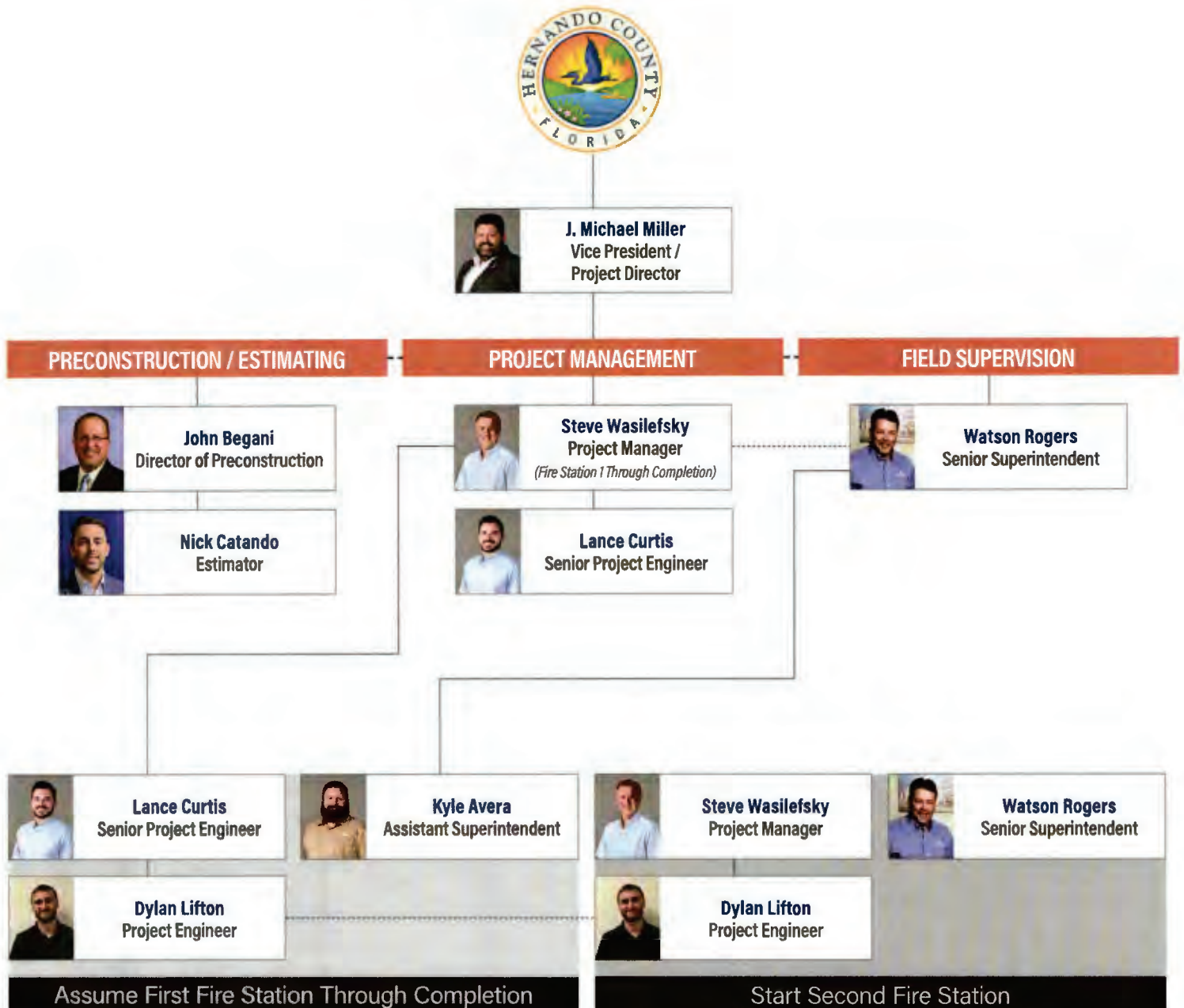
**Project Specific Organizational Chart - One Fire Station**





► 12.1.1 - Qualifications of the Firm

**Project Specific Organizational Chart - Multiple Fire Stations**



## EXHIBIT E - PRESUBSTANTIAL PUNCH LIST

Hernando County Fire Station #X

DATE

Project No. XXX

## Substantial Completion Punch List

Date of Walkthrough: DATE AND TIME

Prepared by NAME

## Attachments (attached for reference)

Exhibit A: Punchlist, dated DATE

Exhibit B: SUPPORTING DOCUMENTS

Attendees	Company
Erik van de Boogaard	Hernando County
NAME	Hernando County Fire Rescue
NAME	Hernando County Fire Rescue
NAME	Hernando County Fire Rescue
NAME	Hernando County Fire Rescue
NAME	CONSTRUCTION COMPANY
NAME	ARCHITECT(S)

Item	Page #	Location	Description/Issue	Completed			Date Completed	Notes
				Arch	Owner	Contractor		
1								
1A								
2	7							
3	7		T					
4	7							
5	6							
6	8							
7	9							
8	10							
9	11							
10	12							
11	13, 14, 15							
12	16							
13	17							
14	18							
15	19							
16	19							
17	20							
18	20							
19	19							



## EXHIBIT F/FINAL COMPLETION CHECKLIST (SAMPLE)

Department: \_\_\_\_\_ Final Punch List Date \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Project No./Name: \_\_\_\_\_

After Contractor is satisfied that work is complete as per Notice of Substantial Completion Punch List, a date for final review is established. Architect/Engineer inspection is made with Contractor(s) and Owners Representative present. Forms are processed as required.

	DATE COMPLETED	A/E SIGNOFF	REMARKS
1. The Notice of Approval of Occupancy/Use has been fully executed.			
2. Schedule for corrections, deficiencies, and items to be supplied are established by Contractor.			
3. Final Change Orders are processed (work must be completed prior to Notice of Acceptance).			
4. Punch list work is completed and accepted			
5. Permanent keying, keys and keying instructions have been performed.			
6. Extra materials as per specifications are delivered to Owners Representative.			
7. As-built drawings have been submitted to Architect/Engineer.			
8. Guarantee/Warranty documentation requirements are met.			
9. Removal of Contractor's temporary work including cleanup and debris removal.			
10. County personnel are instructed in system and equipment operations as required by contract.			
11. All Instructions, manuals, guides, and charts have been transmitted to Owners Representative.			

Architect/Engineer \_\_\_\_\_ Date \_\_\_\_\_ Contractor \_\_\_\_\_ Date \_\_\_\_\_

Owners Project Manager \_\_\_\_\_ Date \_\_\_\_\_

HERNANDO COUNTY

DATE: \_\_\_\_\_

**CERTIFICATE FOR CONTRACTOR'S PAYMENT**

PAY APPLICATION #: 1 FROM: \_\_\_\_\_ TO: \_\_\_\_\_ P.O. NO: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_  
 PROJECT #/TITLE: \_\_\_\_\_

AMENDMENTS/CHANGE ORDER SUMMARY				Application is made for Progress for work completed and in place and stored on site on the above Project. As indicated on the following page(s).		
		Deductions (L)	Additions (M)			
Prior amendments / Change Orders				ORIGINAL CONTRACT SUM (K/E)		
CO#s:				<u>\$0.00</u>		
Total				NET CHANGE FROM AMENDMENTS/CHANGE ORDERS (L + M/E)		
				<u>\$0.00</u>		
Approved This Period				PRESENT CONTRACT TOTAL (N/E)		
Number	Date			<u>\$0.00</u>		
Total Approved this Period		\$0.00	\$0.00	Current to Date Total Amount Earned (Due to Date (I))		
				Retainage		
				<u>\$0.00</u>		
				Current to Date Payment Less Retainage		
				<u>\$0.00</u>		
				Prior Payments Total Amount Earned		
				Retainage		
				<u>\$0.00</u>		
				Prior Payments Less Retainage		
				<u>\$0.00</u>		
				This Payment Total Amount Earned		
				Retainage		
				<u>\$0.00</u>		
				This Payment Less Retainage		
				<u>\$0.00</u>		
				Warrant Amount		
				<u>\$0.00</u>		
Net change by Amendments / Change Orders (L + M)						
				Contractor certifies that all work and materials included in this estimate complies with the terms and conditions of the conditions construction contract and authorized changes thereto.		
DEPARTMENT (or Authorized Delegate) _____ Date _____				ARCHITECTS/ENGINEER'S CERTIFICATION		
				In accordance with the Contract and this Application for Payment, the above Contractor is entitled to a payment of: <u>\$0.00</u>		
OWNER REPRESENTATIVE _____ Date _____				CONTRACTOR _____ Date _____		
				ARCHITECT/ENGINEER _____ Date _____		

DATE: \_\_\_\_\_

[illegible]

EXHIBIT H - CONTRACTORS APPLICATION FOR PAYMENT & FINAL PAYMENT CHECKLIST SAMPLE

HERNANDO COUNTY CONSTRUCTION CONTRACT  
FINAL PAYMENT CHECKLIST

Bid No.: \_\_\_\_\_ Project No.: \_\_\_\_\_ Date: \_\_\_\_\_

The following items have been secured by the \_\_\_\_\_

Department for the project known as \_\_\_\_\_

Contract No.: \_\_\_\_\_, and have been reviewed and found to comply  
with the requirements of the Contract Documents.

Contract Price: \_\_\_\_\_ (Including Change Orders).

Date of Notice to Proceed: \_\_\_\_\_

Substantial Completion Time:\* \_\_\_\_\_ Calendar Days.  
(Including Change Orders)

Contract Final Completion Time:\* \_\_\_\_\_ Calendar Days.  
(Including Change Orders)

Actual Substantial Completion Time:\* \_\_\_\_\_ Calendar Days.

Actual Completion Time:\* \_\_\_\_\_ Calendar Days.  
(Including Change Orders)

Completed	
Yes	No

- |       |       |   |
|-------|-------|---|
| _____ | _____ | 1. All Punch List items completed<br>_____ (Date).                      |
| _____ | _____ | 2. Warranties and Guarantees assigned to County.                        |
| _____ | _____ | 3. General one year warranty from Contractor<br>_____ (Effective Date). |
| _____ | _____ | 4. Operation and Maintenance manuals for equipment<br>and system.       |
| _____ | _____ | 5. Record drawings obtained.  |
| _____ | _____ | 6. County personnel trained on system and equipment<br>operation.       |
| _____ | _____ | 7. Certificate of Occupancy _____ or Compliance _____.                  |
| _____ | _____ | 8. Certificate of Substantial Completion*                               |

\_\_\_\_\_ (Date).  
\_\_\_\_\_ 9. Department's Final Inspection Report\* when  
Applicable. \_\_\_\_\_ (Date).

FINAL PAYMENT CHECKLIST (Continued)

Completed		
Yes	No	
_____	_____	10. Final Payment Certification and Affidavit from Contractor (Form No. CSD:505(3)).
_____	_____	11. Owner's Representative's Certificate of Final Inspection _____ (Date).
_____	_____	12. DBE Participation Certification (Form No. CSD:545) and justification letter from Contractor (If Applicable).
_____	_____	13. Consent of Surety
_____	_____	14. As-Built Documents (Signed and Sealed)
_____	_____	15. Others: Specify: _____

If any of the above are not applicable, indicate by N/A.

If No is checked to any of the above, explain here: \_\_\_\_\_

Comments: \_\_\_\_\_

Signed: \_\_\_\_\_  
Department Director or Designee

Date: \_\_\_\_\_

\* These Completion Times and/or Dates to be used, when appropriate, in administering the liquidated damages provision of the Contract Documents.

cc: Risk Management  
Revised: 01/15/13

## EXHIBIT I

HERNANDO COUNTY  
PROCUREMENT DEPARTMENT

## CONSTRUCTION MANAGER'S STATUS REPORT OF CERTIFIED BUSINESS ENTERPRISE (CBE) SUBCONTRACTORS

Contractor (Company Name, Street Address, City &amp; Zip Code)

Project Number

Project Name

Contract Amount

Provider's Invoice #

0

Date  
mm dd, yyyy

## CERTIFIED BUSINESS ENTERPRISE (CBE) SUBCONTRACTORS

Only complete this form if the Subcontractor(s) is a woman-, veteran- and/or minority-owned business enterprise.

\*Include consultants, sub-consultants, surveyors, soils testing companies, blueprint shops, travel agents, etc. who provide services on this project.

Primary Vendor Name hereby certify that the above stated contractor/consultant is a (select one): CBE                      Non-CBE	Primary Vendor FEIN #	Primary Vendor Payment Amount	Primary Vendor Invoice Number	<sup>1</sup> CBE Subcontractor Name (Must be certified by OSD)	CBE FEIN #	<sup>2</sup> CBE Code	Description of Service	CBE Vendor Payment Amount
TOTALS								

<sup>1</sup>OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at <https://osd.dms.myflorida.com/directories> or MyFloridaMarketPlace (MFMP) Vendor Information Portal at <https://vendor.myfloridamarketplace.com>

<sup>2</sup>CBE Codes: **N** - African American, Non-Certified; **H** - African American, Certified; **O** - Hispanic, Non-Certified; **I** - Hispanic, Certified; **J** - Asian American business, Certified; **K** - Native American, Certified; **M** - Women Owned, Certified; **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free.

If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification:  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd) or 850-487-0915.

INCLUDE THIS FORM WITH PAY APPLICATION

EXHIBIT J WRITTEN JUSTIFICATION FRINGE BENEFITS

Item	Supervisory	Direct Labor
Social Security Tax	6.20%	6.20%
Medicare Tax	1.45%	1.45%
State Unemployment Tax	0.10%	0.10%
Federal Unemployment Tax	0.60%	0.60%
Workers Compensation	7.52%	17.77%
Health Insurance	15.70%	15.70%
Retirement	5.00%	5.00%
Total Labor Burden	36.57%	46.82%

**Fee and Cost Proposal for Fire Station No. 15:**

**(in conjunction with Appendix D Responsibility Matrix)**

Line Item	Description	Unit of Measure	Unit Cost
1	Pre-Construction Phase Fee	Total	\$59,418.00
2	Construction Phase Fee (General Conditions on Site)	Total	\$1,139,260.00
3	Construction Fee (includes 4.5% Base Fee with 0.40% Technology Fee)	Total	\$4.9% of Total Contract Value
4	Other Reimbursable General Conditions (not to exceed)	Total	0

**A. Line-Item No. 1. Pre-Construction Fee (Construction Manager/General Contractor):**

**Total Cost \$59,418**

**Deliverables for Preconstruction Phase:**

1. Review Design Concepts
2. Develop Bid Package/Sub-Contracting Strategy
3. Site Use Recommendations
4. Material Selection Recommendations
5. Building Systems Recommendations
6. Building Equipment Recommendations (moveable)
7. Building Equipment Recommendations (fixed)
8. Construction Feasibility Recommendations
9. Project Master Scheduling
10. Bid Package Recommendations
11. Life Cycle Cost Analysis
12. Informal and Formal Value Engineering
13. Energy Use Analysis and Recommendations
14. Preliminary Total Cost Feasibility Review
15. Labor Availability Review (Subcontractors)
16. Material Equipment and Contractor Availability

**Deliverables for Project Budgeting and Cost Control Phase:**

17. Construction Cost Budget
18. Construction Cost Budget Estimates
19. Preliminary Cost Model
20. Schematic Design Phase Estimates
21. Design Development Phase Estimates
22. Bid Package/Subcontract Estimates
23. Cash Flow Projections
24. Phase Funding Modeling
25. Material Surveys
26. Trade Contractor Estimates

**Deliverables for Sub-contracting Selection and Purchasing Phase:**

27. Set pre-qualification criteria
28. Recommend subcontractor selection methods
29. Recommend subcontractor award selection methods
30. Develop contractor interest
31. Prepare bidding schedules
32. Conduct pre-bid conference and issue plans
33. Receive bids
34. Analyze bids
35. Recommend award
36. Verify unit costs
37. Negotiate union rates and manpower costs
38. Prepare contracts
39. Supplier and subcontractor review

**Deliverables for Contract Document Coordination Phase:**

40. Feasibility review and recommendations
41. Constructability review and recommendations
42. Subcontractor work scoping
43. Review for
  - a. jurisdictional overlap
  - b. inclusion of all work
  - c. Phase construction coordination
  - d. Identify long lead items

**Deliverables for Reproduction/printing and Data Processing Phase:**

44. Bid Package Sets
45. Bidding instructions

- 46. Subcontract agreement forms
- 47. Estimating forms
- 48. Cost reporting forms
- 49. Value analysis studies printing

**Deliverables for Off-Site Services Phase (including benefits):**

- 50. Corporate Executives (as required)
- 51. Principal in Charge (as required)
- 52. Project Executive (as required)
- 53. Legal – basic services (as required)
- 54. Purchasing as required
- 55. EEO Officer (as required)
- 56. Secretarial and Clerk-Typist with benefits (as required)

**B. Line-Item No. 2 General Conditions on Site:**  
**Total Cost \$1,139,260**

**Deliverables for Project Budgeting and Cost Control:**

- 57. Change order estimates
- 58. Set-up cost accounting
- 59. Set-up reporting methods
- 60. Set-up payment procedures
- 61. Set-up change order procedures
- 62. Continual project cost monitoring

**Deliverables for Sub-contracting Selection and Purchasing:**

- 63. Conduct pre-award conferences
- 64. Originate RFIs after screening
- 65. Prepare change orders
- 66. Verify correctness of quantities and prices of change orders
- 67. Coordinate owner-supplied fixed equipment

**Deliverables for Contract Documents Coordination:**

- 68. Responsibility for safety precautions:
  - a. Safety programs
  - b. Temporary facilities
  - c. Common use equipment
  - d. Common use services
- 69. Assist in obtaining permits (as needed)

**Deliverables for construction phase staff:**

- 70. Project manager/Assistant project manager (as required)
- 71. Project Superintendent (as required)
- 72. Assistant Project Superintendent
- 73. Mechanical Coordinator (as required)
- 74. Electrical Coordinator (as required)
- 75. Office Engineer (as required)
- 76. Drawing Checker (as required)
- 77. Time Keeper/Checker (as required)
- 78. Scheduling Engineer (as required)
- 79. Project Coordinator
- 80. Cost Engineer (as required)
- 81. Clerk-Typist (as required)
- 82. Safety Engineer (as required)
- 83. Project Accountant (as required)

**Deliverables for Travel and Lodging:**

- 84. Project staff subsistence costs

**Deliverables for Temporary Facilities:**

- 85. Safety equipment and first aid supplies
- 86. Handrails and toe boards
- 87. Opening protection
- 88. Fire extinguishers
- 89. Office or trailer rental
- 90. Hydration station cups
- 91. Temporary stairs
- 92. Project signs
- 93. Bulletin boards
- 94. Construction fencing
- 95. Temporary toilets

**Deliverables for on-site Utilities and Services:**

- 96. Temporary water and heating service
- 97. Heating energy charges
- 98. Daily clean-up

- 99. Weekly trash removal
- 100. Final clean-up
- 101. Two-way radio equipment (as required)

**Deliverables for on-site Equipment:**

- 102. Automobile and fuel (as required)
- 103. Pick-up truck and fuel (as required)
- 104. Flatbed truck and fuel (as required)
- 105. Temporary generator and fuel (as required)
- 106. Tires and maintenance cost (as required)
- 107. Material hoist operator
- 108. Personnel operator

**Deliverables for Reproduction/Printing and Data Processing:**

- 109. Postage and express costs
- 110. As-built documents
- 111. Field reporting forms
- 112. Schedule report forms
- 113. Reference materials
- 114. On-site fax and copier
- 115. Data processing (on-site)

**Deliverables for Quality Control:**

- 116. Field Inspector (as required)
- 117. Inspector's Office (as required)
- 118. Inspector's transportation (as required)
- 119. Inspector's equipment (as required)
- 120. Project photographs
- 121. Operator on-site training
- 122. Prepare operation/maintenance manuals

**Deliverables for Permits and Special Fees:**

- 123. Field office staff parking fees
- 124. Sign permits

125. Gas and power service charge (temporary)

**Deliverables for Insurance and Bonds:**

126. Workers Compensation (field office staff)  
127. FICA Insurance (field office staff)  
128. Federal Unemployment (field office staff)  
129. State Unemployment (field office staff)

**Deliverables for Other Costs:**

**C. Line-Item No.3 Construction Fee (Construction Manager/General Contractor) 4.9%:**

**Deliverables for Preconstruction Phase:**

130. Building equipment recommendations (fixed)

**Deliverables for Travel and Lodging”:**

131. Project staff moving expenses

**Deliverables for Reproduction/printing and Data Processing:**

132. Accounting forms  
133. Data processing (main office)

**Deliverables for Quality Control:**

134. Warranty inspections/rework

**Deliverables for Permits and Special Fees:**

135. Contractors' licenses  
136. Construction equipment licenses

**Deliverables for other Cost:**

137. Construction manager general overhead cost  
138. Construction manager profit margin  
139. GMP financial responsibilities

**Deliverables for Off-site Services (including benefits and bonuses):**

140. Corporate Executives (as required)

- 141. Principal in Charge (as required)
- 142. Project Executive (as required)
- 143. Legal – basic services (as required)
- 144. Accounting (as required)
- 145. Safety officer (as required)
- 146. EEO Officer (as required)
- 147. Secretarial and Clerk-Typist with benefits (as required)

**D. Line-Item No. 4. Other Reimbursable General Conditions (not to exceed):**

**Total Cost \$0**



Manhattan			YEAR 2024												YEAR 2025												YEAR 2026							
Building Solutions			2023-2024 Rate Cycle												2024-2025 Rate Cycle														2024-2025 Units					
Code Description	Description	UOM	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	Rate	2024-2025 Units	2025-2026 Units	2026-2027 Units	2027-2028 Units	Budget							
GENERAL CONDITIONS																																		
PROJECT MANAGEMENT																																		
Senior Project Manager	Full Time On Site	MANHOURS	\$6.67	\$78.83	\$78.83	\$78.83	\$78.83	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67						\$173,494							
Project Engineer 1	Full Time On Site	MANHOURS	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67						\$89,747							
FIELD SUPERVISION																																		
Senior Superintendant	Full Time On Site	MANHOURS	\$6.67	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83	\$78.83						\$613,644							
SAFETY																																		
Safety Manager 1		MANHOURS																																
SCHEDULING																																		
Scheduler 1	Full Time On Site	MANHOURS	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67						\$173,494							
ACCOUNTING																																		
Accounting Supervisor 1	Full Time On Site	MANHOURS	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67						\$173,494							
CONTRACT ADMINISTRATION																																		
Contract Administrator 1	Full Time On Site	MANHOURS	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67	\$6.67						\$173,494							
SUBTOTAL GENERAL CONDITIONS			\$6.67	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66	\$155.66						\$890,000							
GENERAL CONDITIONS BUDGET:																											\$890,000							









[illegible][illegible]

GRAND TOTALS:	\$1,139,260
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**D. Line-Item No. 4. Other Reimbursable General Conditions (not to exceed):**

**Total Cost \$0**

# Appendix D - Responsibility Matrix

(to Exhibit K MANHATTAN CONSTRUCTION COMPANY LLC PROPOSAL DATED MAY 22 2024)

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
	PRE-CONST SVCS FEE	CONST SRVS FEE	GEN CONDS.	DIRECT COST OF WORK		
PHASE: PRECONSTRUCTION						
ARCHITECTURAL SELECTION						X
CIVIL, STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND OTHER SUB-CONSULTANTS AS APPLICABLE					1	2
SPECIAL CONSULTANT SELECTION						X
SURVEYOR SELECTION						X
SITE SELECTION RECOMMENDATIONS					2	1
REVIEW DESIGN CONCEPTS	X					
DEVELOP BID PACKAGES/SUB-CONTRACTING STRATEGY	1				2	
SITE USE RECOMMENDATIONS	2				1	
MATERIAL SELECTION RECOMMENDATIONS	2				1	
BUILDINGS SYSTEMS RECOMMENDATIONS	2				1	
BUILDING EQUIPMENT RECOMMENDATIONS (MOVEABLE)	2				2	1
BUILDING EQUIPMENT RECOMMENDATIONS (FIXED)	2	2			1	
CONSTRUCTION FEASIBILITY RECOMMENDATIONS	1				2	
PROJECT MASTER SCHEDULING	X					
BID PACKAGE RECOMMENDATIONS	1				2	
LIFE CYCLE COSTING ANALYSIS	2				1	
INFORMAL AND FORMAL VALUE ENGINEERING	X				2	
ENERGY USE ANALYSIS AND RECOMMENDATIONS	2				1	
PRELIMINARY TOTAL COST FEASIBILITY REVIEW	1				2	
LABOR AVAILABILITY REVIEW (SUBCONTRACTORS)	X					
MATERIAL EQUIPMENT AND CONTRACTOR AVAILABILITY	X					

Responsibility:

x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
PHASE: PROJECT BUDGETING AND COST CONTROL						
TOTAL PROJECT COST BUDGET						X
CONSTRUCTION COST BUDGET	X					
CONSTRUCTION COST BUDGET ESTIMATES	X					
PRELIMINARY COST MODEL	X					
SCHEMATIC DESIGN PHASE ESTIMATES	X					
DESIGN DEVELOPMENT PHASE ESTIMATES	X					
BID PACKAGE/SUBCONTRACT ESTIMATES	X					
CASH FLOW PROJECTIONS	X					
PHASE FUNDING MODELING	X					
MATERIAL SURVEYS	X					
TRADE CONTRACTOR ESTIMATES	X					
CHANGE ORDER ESTIMATES			X			
SET-UP COST ACCOUNTING			X			
SET-UP REPORTING METHODS			X			
SET-UP PAYMENT PROCEDURES			2			1
SET-UP CHANGE ORDER PROCEDURES			1		2	1
CONTINUAL PROJECT COST MONITORING			1		2	1

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: SUB-CONTRACTING SELECTION AND PURCHASING	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
SET PRE-QUALIFICATION CRITERIA	1					2
RECOMMEND SUBCONTRACTOR SELECTION METHODS	X					
RECOMMEND SUBCONTRACTOR AWARD SELECTION METHODS	X					
DEVELOP CONTRACTOR INTEREST	X					
PREPARE BIDDING SCHEDULES	X					
CONDUCT PRE-BID CONFERENCE AND ISSUE PLANS	X					
RECEIVE BIDS	1					2
ANALYZE BIDS	1					2
RECOMMEND AWARD	1				2	2
VERIFY UNIT COSTS	X					
NEGOTIATE UNION RATES AND MANPOWER COSTS REQUIRED	X					
CONDUCT PRE-AWARD CONFERENCES			X			
PREPARE CONTRACTS	X					
SUPPLIER AND SUBCONTRACTOR REVIEW	X					
ORIGINATE RFI'S AFTER SCREENING			X			
PREPARE CHANGE ORDERS			1		2	
VERIFY CORRECTNESS OF QUANTITIES AND PRICES OF CHANGE ORDERS			1		2	
COORDINATE OWNER-SUPPLIED FIXED EQUIPMENT			2		1	1

Responsibility:

x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: CONTRACT DOCUMENTS COORDINATION	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
FEASIBILITY REVIEW AND RECOMMENDATIONS	X					
CONSTRUCTIBILITY REVIEW AND RECOMMENDATIONS	X					
SUBCONTRACTOR WORK SCOPING	X					
RESPONSIBILITY FOR: SAFETY PRECAUTIONS			X			
SAFETY PROGRAMS			X			
TEMPORARY FACILITIES			X			
COMMON USE EQUIPMENT			X			
COMMON USE SERVICES			X			
REVIEW FOR: JURISDICTIONAL OVERLAP	X					
INCLUSION OF ALL WORK	X					
PHASE CONSTRUCTION COORD.	X					
IDENTIFY LONG LEAD ITEMS	X					
OBTAIN AGENCY APPROVALS					2	1
ASSIST IN OBTAINING PERMITS (AS NEEDED)			X			

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: CONSTRUCTION PHASE STAFF	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
PROJECT MANAGER/ASSISTANT PROJECT MANAGER (AS REQUIRED)			X			
PROJECT SUPERINTENDENT (AS REQUIRED)			X			
ASSISTANT PROJECT SUPERINTENDENT			X			
MECHANICAL COORDINATOR (AS REQUIRED)			X			
ELECTRICAL COORDINATOR (AS REQUIRED)			X			
OFFICE ENGINEER (AS REQUIRED)			X			
ENGINEERING AND LAYOUT (AS REQUIRED)				X		
FIELD ENGINEER-LINE AND GRADE (AS REQUIRED)				X		
DRAWING CHECKER (AS REQUIRED)			X			
RODMAN AND HELPERS (AS REQUIRED)				X		
TIME KEEPER/CHECKER (AS REQUIRED)			X			
SCHEDULING ENGINEER (AS REQUIRED)			X			
PROJECT COORDINATOR			X			
COST ENGINEER (AS REQUIRED)			X			
CLERK-TYPIST (AS REQUIRED)			X			
SAFETY ENGINEER (AS REQUIRED)			X			

Responsibility:

x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: TRAVEL AND LODGING	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
STAFF TRAVEL COST		X				
STAFF TRANSPORTATION		X				
PROJECT STAFF MOVING EXPENSES		X				
PROJECT STAFF SUBSISTENCE COSTS			X			
PHASE: TEMPORARY FACILITIES						
SAFETY EQUIPMENT AND FIRST AID SUPPLIES			X			
HANDRAILS AND TOE BOARDS			X			
OPENING PROTECTION			X			
FIRE EXTINGUISHERS			X			
WATCHMAN SERVICE				X		
OFFICE OR TRAILER RENTAL			X			
HYDRATION STATION CUPS			X			
TEMPORARY STAIRS			X			
PROJECT SIGNS			X			
BULLETIN BOARDS			X			
CONSTRUCTION FENCING			X			
BARRICADES AND COVERED WALKWAYS (AS REQUIRED)				X		
SAFETY NETS (AS REQUIRED)				X		
<del>AE TEMPORARY OFFICE (AS REQUIRED)</del>			<del>X</del>			
TEMPORARY TOILETS			X			

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: ON-SITE UTILITIES AND SERVICES	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
TEMPORARY TELEPHONE INSTALLATION AND EXPENSE (INCLUDING LOCAL A/E)			X			
TEMPORARY POWER SERVICE			X			
POWER SERVICE			X			
TEMPORARY WATER AND HEATING SERVICE			X			
HEATING ENERGY CHARGES			X			
TEMPORARY WIRING				X		
LIGHT BULBS				X		
DAILY CLEAN-UP			1	2		
WEEKLY TRASH-REMOVAL			1	2		
FINAL CLEAN-UP			1	2		
DUMP PERMITS AND FEES				X		
DEBRIS HAULING/REMOVAL				X		
FLAGMAN/TRAFFIC CONTROL (AS REQUIRED)				X		
FUELS FOR INITIAL TANK FILLING				X		
TEMPORARY ROADS				X		
ROADWAY MAINTENANCE				X		
DUST CONTROLS				X		
TEMPORARY EROSION CONTROL				X		
TEMP. WATER /SEWER EXPENSE & WATER EXPENSES - SITE GRADING & COMPACTION				X		
TWO-WAY RADIO EQUIPMENT (AS REQUIRED)			X			
TRASH CHUTE AND HOPPERS (AS REQUIRED)				X		

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: ON-SITE EQUIPMENT	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
AUTOMOBILE AND FUEL (AS REQUIRED)			X			
PICK-UP TRUCK AND FUEL (AS REQUIRED)			X			
FLATBED TRUCK AND FUEL (AS REQUIRED)			X			
WATER TRUCK (AS REQUIRED)				X		
AIR COMPRESSOR AND FUEL (AS REQUIRED)				X		
DEWATERING EQUIPMENT AND FUEL (AS REQUIRED)				X		
TEMPORARY GENERATOR AND FUEL (AS REQUIRED)			X			
DEBRIS REMOVAL/HAULING EQUIPMENT (AS REQUIRED)				X		
SNOW REMOVAL (AS REQUIRED)			X			
TIRES AND MAINTENANCE COST (AS REQUIRED)			X			
FORKLIFT OPERATOR				X		
MATERIAL HOIST OPERATOR			X			
PERSONNEL OPERATOR			X			
FIXED CRANE OPERATOR				X		
TRAVEL CRANE OPERATOR				X		

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: TEMPORARY HEATING	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
REMOVE SNOW AND ICE (AS REQUIRED)			X			
TEMPORARY ENCLOSURES (AS REQUIRED)				X		
<del>PIPING COST IN BUILDING (AS REQUIRED)</del>			<del>X</del>			
<del>FUEL COST FOR HEATING (AS REQUIRED)</del>			<del>X</del>			
<del>POWER COST FOR HEATING (AS REQUIRED)</del>			<del>X</del>			
<del>FURNACE RENTAL (AS REQUIRED)</del>			<del>X</del>			
<del>HEATER RENTAL (AS REQUIRED)</del>			<del>X</del>			
<del>BOILER RENTAL (AS REQUIRED)</del>			<del>X</del>			
<del>OPERATOR TEMPORARY SYSTEMS (AS REQUIRED)</del>			<del>X</del>			
OPERATION FIRE WATCH (AS REQUIRED)				X		
CLEANING COST (AS REQUIRED)				X		
MAINTENANCE COST (AS REQUIRED)				X		
EXTENDED WARRANTY COST (AS REQUIRED)				X		
FILTER CHANGE (AS REQUIRED)				X		
<del>TEMPORARY OFFICE HEATING (AS REQUIRED)</del>			<del>X</del>			
TEMP WEATHER PROTECTION & HEATING FOR SUBCONTRACTORS (AS REQ'D)				X		

Responsibility:

x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: REPRODUCTION/PRINTING AND DATA PROCESSING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
COST STUDY DOCUMENTS					X	
SYSTEMS STUDY DOCUMENTS					X	
BID PACKAGE SETS (SEE PARAGRAPH 3.5.9)	X					
BIDDING INSTRUCTIONS	X					
CONSTRUCTION DOCUMENTS ORIGINAL					X	
POSTAGE AND EXPRESS COSTS (CM/GC ISSUES PLANS)			X			
AS-BUILT SUB-DOCUMENTS				X		
AS-BUILT DOCUMENTS			X			
ACCOUNTING FORMS		X				
FIELD REPORTING FORMS			X			
SUBCONTRACT AGREEMENT FORMS	X					
SCHEDULE REPORT FORMS			X			
ESTIMATING FORMS	X					
COST REPORTING FORMS	X					
VALUE ANALYSIS STUDIES PRINTING	X					
DATA PROCESSING (MAIN OFFICE)		X				
REFERENCE MATERIALS			X			
SHOP DRAWING PRINTING				X		
ON-SITE FAX AND COPIER			X			
DATA PROCESSING (ON-SITE)			X			
MAINTENANCE MANUALS (FROM SUBS) AND OPERATIONS MANUALS (FROM SUBS)				X		

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: QUALITY CONTROL	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
FIELD INSPECTOR (AS REQUIRED)			X			
INSPECTORS' OFFICE (AS REQUIRED)			X			
INSPECTORS' TRANSPORTATION (AS REQUIRED)			X			
INSPECTORS' EQUIPMENT (AS REQUIRED)			X			
SPECIAL INSPECTION CONSULTANTS						X
SPECIAL TESTING CONSULTANTS						X
CONCRETE SUBSTRUCTURE-OBSERVATIONS						X
CONCRETE TESTING						X
MASONRY TESTING						X
COMPACTION TESTING						X
WELDING TESTING						X
PIER INSPECTION/TESTING						X
SOILS INVESTIGATION						X
SPECIAL TESTING SERVICES (EXCEPT AS NOTED)						X
PROJECT PHOTOGRAPHS			X			
WARRANTY INSPECTIONS / REWORK		1			2	
AIR AND WATER BALANCING				X		
OPERATOR ON-SITE TRAINING			X			
PREPARE OPERATION/MAINTENANCE MANUALS			2	1		

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: PERMITS AND SPECIAL FEES	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
STORAGE YARD RENTAL				X		
PARKING LOT RENTALS AND SHUTTLE EXPENSES (AS REQUIRED)				2		1
FIELD OFFICE STAFF PARKING FEES			X			
SIGN PERMITS			X			
STREET/CURB PERMIT				X		
BUILDING PERMITS						X
PLAN CHECK FEES						X
WATER SYSTEM DEV. FEE						X
SEWER USE & DRAINAGE PERMIT/DEV. FEE						X
STORM CONNECTION FEE						X
GAS AND POWER SERVICE CHARGE (PERMANENT)						X
GAS AND POWER SERVICE CHARGE (TEMPORARY)			X			
STEAM SERVICE CHARGE						X
CHILLER WATER SERVICE CHARGE						X
SPECIAL TAP FEES						X
CONTRACTORS LICENSES		X				
CONSTRUCTION EQUIPMENT LICENSES		X				
CONSTRUCTION EQUIPMENT PERMITS				X		

Responsibility:  
x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CM/GC				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: INSURANCE AND BONDS	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
BUILDERS RISK INSURANCE			X			
GENERAL LIABILITY, INCLUDING AUTOMOBILE			X			
PRODUCT LIABILITY			X			
EXCESS LIABILITY COVERAGE			X			
WORKERS COMPENSATION (FIELD OFFICE STAFF)			X			
FICA INSURANCE (FIELD OFFICE STAFF)			X			
FEDERAL UNEMPLOYMENT (FIELD OFFICE STAFF)			X			
STATE UNEMPLOYMENT (FIELD OFFICE STAFF)			X			
CONSTRUCTION MANAGER'S PAYMENT BOND			X			
CONSTRUCTION MANAGER'S PERFORMANCE BOND			X			
STATE/LOCAL BONDS				X		
* SUBCONTRACTOR BONDS				X		

Responsibility:

x = Total

1 = Primary

2 = Secondary

- \* ONLY AS MUTUALLY AGREED UPON BETWEEN THE PRINCIPAL REPRESENTATIVE AND THE CONSTRUCTION MANAGER.

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: OTHER COSTS	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
CONSTRUCTION EQUIPMENT				X		
CONSTRUCTION SERVICES LABOR				X		
CONSTRUCTION MATERIALS				X		
COST OF DESIGN AND ENGINEERING					X	
A/E FAST TRACK COST EXTRAS					X	
PRELIMINARY SOILS INVESTIGATION						X
TITLE/DEVELOPMENT COST						X
BUILDING OPERATION AFTER MOVE-IN						X
BUILDING MAINTENANCE AFTER MOVE-IN						X
MOVING COORDINATION						X
MOVING COSTS						X
COSTS OF EMERGENCY WORK				X		
CONSTRUCTION MANAGER GENERAL OVERHEAD COST		X				
CONSTRUCTION MANAGER PROFIT MARGIN		X				
GMP FINANCIAL RESPONSIBILITIES		X				
STATE REQUIRED INSPECTIONS						X

Responsibility:

x = Total

1 = Primary

2 = Secondary

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONSTRUCTION MANAGER				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: OFF-SITE SERVICES	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
CORPORATE EXECUTIVES (AS REQUIRED)	X	X				
PRINCIPAL IN CHARGE (AS REQUIRED)	X	X				
PROJECT EXECUTIVE (AS REQUIRED)	X	X				
LEGAL - BASIC SERVICES (AS REQUIRED)	X	X				
ACCOUNTING (AS REQUIRED)		X				
PURCHASING (AS REQUIRED)	X					
SAFETY OFFICER (AS REQUIRED)		X				
EEO OFFICER (AS REQUIRED)	X	X				
SECRETARIAL AND CLERK-TYPIST (AS REQUIRED)	X	X				
BENEFITS AND VACATIONS FOR ABOVE	X	X				
STAFF BONUSES		X				

Responsibility:

x = Total 1 = Primary



## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

# ADDENDUM # ONE (1)

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**RFQ for Construction Manager/General Contractor for Hernando County Fire  
Station Prototypes**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 23-RFQ00466/AP**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### A. QUESTIONS AND ANSWERS

**1.Q. Do the three references in section 8.2 References need to be the same as the three relevant projects in section 12.4 Prior Project Experience/Success?**

**1.A.** Please review section 8.2. References under tab 11. Vendor Submissions in its' entirety. Section 8.2 is asking for references for projects "similar in size, dollar value and scope as this project".

Please review section 12.4 PRIOR PROJECT EXPERIENCE/SUCCESS under tab 11. Vendor Submissions in its' entirety. Section 12.4 states to select your three (3) most relevant projects.

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

For: Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer

RFQ FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR  
FOR HERNANDO COUNTY FIRE STATION PROTOTYPES

23-RFQ00466/AP

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando  
RFQ for Construction Manager/General Contractor for Hernando County  
Fire Station Prototypes

I.	Introduction.....
II.	Project Details.....
III.	Contract Period.....
IV.	Pre-Qualification Submittals .....
V.	Oral Presentations/Cost Proposals.....
VI.	Evaluation Phases .....
VII.	CM/GC Contract Information.....
VIII.	Acknowledgement and Attestation .....
IX.	Termination and Suspension of Work .....
X.	Vendor Submissions.....

Attachments:

A - Fire Station No 15 - 90%

B - Construction Management Agreement with Exhibits

C - Site Plan Model

D - Responsibility Matrix

E - Summarized Fee Proposal

## 1. Introduction

### 1.1. Summary

Provide Construction Manager/General Contractor services including but not limited to pre-construction, constructability reviews, estimating, bidding, and construction management to construct Hernando County Fire Rescue prototype fire stations.

### 1.2. Background

Hernando County Fire Rescue has developed a prototype fire station design consisting of a 3 bay and alternatively a 4 bay design for current and future fire station construction. It is the intent of this RFQ to select a CM/GC to perform duties as is typical in CM/GC project delivery commencing with fire station 15 located at Spike Road and Spring Lake Highway, Parcel key # 01385325. The selected Proposer will become the Construction Manager (CM) and shall be subject to receiving and passing an evaluation of past performance satisfactory to the County's construction representatives and procurement department.

If at any time during the construction of future stations the County deems it is in their best interests, the County will re-advertise for construction services and possible change in delivery methodology.

### 1.3. Contact Information

**Alisa Pike**

Procurement Coordinator

15470 Flight Path Drive

Brooksville, FL 34604

Email: [alisap@co.hernando.fl.us](mailto:alisap@co.hernando.fl.us)Phone: [\(352\) 754-4020](tel:(352)754-4020)**Department:**

Hernando County Fire Emergency Services

**Department Head:**

Paul Hasenmeier

Fire Chief &amp; Public Safety Director

### 1.4. Timeline

<b>Advertisement</b>	February 28, 2024
<b>Pre-submittal Conference (Non-Mandatory)</b>	March 6, 2024, 10:00am Hernando County Administration 15470 Flight Path Dr Brooksville, FL 34604

undefined #23-RFQ00466/AP

Title: RFQ for Construction Manager/General Contractor for Hernando County Fire Station Prototypes

<b>Date Questions Due</b>	March 11, 2024, 5:00pm
<b>Date Answers Due to all Firms (tentative)</b>	March 13, 2024, 5:00pm

**RFQ Submittal Due**

April 1, 2024, 10:00am

Join Zoom Meeting

<https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hgSHA1eG1SZHNhYWN0SUVndWQ0UT09>

Meeting ID: 921 6100 1651

Passcode: 234224

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One tap mobile

+13052241968,,92161001651#,,,,\*234224# US

+16469313860,,92161001651#,,,,\*234224# US

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Dial by your location

- +1 305 224 1968 US
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 921 6100 1651

Passcode: 234224

Find your local number:

<https://hernandoclerk.zoom.us/j/aez7DQVcRg>

<b>Consensus Scoring</b>	April 24, 2024, 10:00am Hernando County Department of Public Works 1525 E. Jefferson St. Brooksville, Florida 34601
<b>Oral Presentations (tentative)</b>	May 15, 2024, 9:00am Hernando County Department of Public Works 1525 E. Jefferson St. Brooksville, Florida 34601

## 2. Project Details

### 2.1. Prototype Fire Station Construction Management Services

Hernando County seeks to provide for a high level of quality in the construction of its fire stations. The Construction Manager, the County and the Architect-Engineer, shall work jointly during through final construction completion.

The project will require full site work including but not limited to:

- Coordinate and obtain all permitting for the building and site improvements,
- Coordinate and obtain environmental permitting and mitigation of gopher tortoises,
- Coordinate implementation of
  - infrastructure,
  - storm water retention pond(s),
  - parking,
  - landscaping,
  - building,
  - furniture,
  - signalization as may be required,
  - fixtures and equipment.

A full detail and expectation of the CM/GC responsibilities are outlined in the attached sample CM/GC Contract and General Conditions of the Contract (Exhibit D Responsibility Matrix).

A sample design and specifications of an anticipated 3 bay fire station is attached (Exhibit A).

A draft site plan for fire station 15 is attached (Exhibit C).

The CM/GC will participate providing cost estimating information to assist in the decision-making process regarding constructability and cost associated with alternative building systems. The CM/GC will also advise on all the work falling within the County's available funding and schedule for completion of critical benchmarks, if applicable.

The CMGC shall participate in the review of the typical stages of construction documents to include conceptual, schematic, design development, construction and bidding documents to provide input relative to the constructability and staging of the project and its bid packages. It is assumed that there will be 4 bid packages.

1. Site development and foundation.
2. Structure and building envelope.

### 3. Interiors

#### 4. Landscape and FF&E (Furniture, Fixtures & Equipment)

The contractor shall provide qualified sub-contractors during the bidding process. The County and Architect may participate in all bid openings and evaluations.

## 2.2. Construction Manager/General Contractor process

The Hernando County Board of County Commissioners anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery.

Through the use of an Architect and a Construction Manager/General Contractor, a Guaranteed Maximum Price (GMP) will be established in conjunction with the Hernando County Board of County Commissioners. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, and constructability, and will work with the Architect throughout the value engineering phases of the project.

Typically, the selection process for the CM/GC will begin following the selection of the Architect. Note that the architect for Fire Station 15 has been selected.

### **3. Contract Period**

#### **3.1. Limited Term Contract**

The Contract resulting from this solicitation may not exceed five (5) years plus a ninety (90) day extension period if allowable to provide opportunity for completion of services, project and/or re-bid process. Contract terms exceeding the aforementioned term require Board approval if the maximum value would be exceeded to allow for completion of a project or re-bid process.

At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be extended, and the County alone will determine whether or not this extension period will be exercised based on its convenience and its best interest. The County will notify the Construction Manager, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract extension option and/or options.

Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Construction Manager shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

## 4. Pre-Qualification Submittals

### 4.1. Schedule & Submittals Due:

The above schedule listed in [Introduction](#) is tentative. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

Deadline for receipt via e-Procurement Portal is: Monday, April 1, 2024 at 10:00 am.

The Hernando County Board of County Commissioners assumes no responsibility for costs related to the preparation of submittals.

### 4.2. Deadline

Responses may be received up to but not later than Monday, April 1, 2024 at 10:00 am via the Hernando County Board of County Commissioners e-Procurement Portal located at <https://secure.procurenow.com/portal/hermandocounty>. The Hernando County Board of County Commissioners e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Hernando County Board of County Commissioners strongly recommends completing your response well ahead of the deadline.

### 4.3. Addenda Notification and Acknowledgement

Addenda Notification: Respondents are required to register for an account via the Hernando County Board of County Commissioners e-Procurement Portal hosted by OpenGov. Once Respondent has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each Respondent to periodically check the site for any addenda at <https://secure.procurenow.com/portal/hermandocounty>.

### 4.4. Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this RFQ via the Hernando County Board of County Commissioners e-Procurement Portal, located at <https://secure.procurenow.com/portal/hermandocounty>. Please note the deadline for submitting questions. All answers to questions will be posted on the Hernando County Board of County Commissioners e-Procurement Portal. Respondents may also click "Follow" on this RFQ to receive an email notification when answers are posted. It is the responsibility of the Respondents to check the website for answers to questions.

### 4.5. GENERAL INFORMATION

- A. All respondents accept the conditions of this RFQ, including, but not limited to, the following:
  - 1. All submittals shall become the property of the Hernando County Board of County Commissioners and will not be returned.
  - 2. Late submittals shall not be evaluated. Facsimile submittals shall not be accepted.

3. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. Fee proposals will be considered proprietary.
4. The Hernando County Board of County Commissioners reserves the right to reject any or all proposals on the basis of being unresponsive to this RFQ or for failure to disclose requested information.
5. The Hernando County Board of County Commissioners shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.
6. The respondent has reviewed Appendixes E (Responsibility Matrix) and F (Sample Agreement) and by responding has agreed that the terms and conditions are expressly workable without reservation.

#### 4.6. PREQUALIFICATION SUBMITTALS (STEP I)

- A. Respondent must comply with the following items, 1 through 6. The County retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the County.
  1. Submit your complete response of all material to Hernando County Board of County Commissioners via the e-Procurement Portal  
<https://secure.procurenow.com/portal/hermandocounty>.
  2. Submittals shall be answered in the Vendor Submissions section of the RFQ.
  3. Submittals shall be evaluated in accordance with criteria as indicated in section Evaluation Phases.
  4. Response to all items shall be complete.
  5. All references shall be current and relevant.
  6. Complete and execute the appropriate Acknowledgment and Attestation question that can be found in Vendor Submissions.

## 5. Oral Presentations/Cost Proposals

### 5.1. SELECTION

From the submittals received, highest qualified respondents shall be identified using the scoring indicated in section 6 titled: "Evaluation Phases."

### 5.2. ORAL PRESENTATION

Oral presentations may be conducted for the highest ranked firm(s) identified to meet the required qualifications pursuant to section 5.1 above. Interview times and location will be arranged by the Hernando County Board of County Commissioners Procurement personnel and all selected firms will be notified in advance. At the option of the County, a visit to the selected firm(s) managing home office and/or representative field office may be required.

### 5.3. COST PROPOSALS

After reviewing the proposals and oral presentations (if necessary) from the highest qualified Proposers, only selected firms are required to submit their sealed cost proposals.

A Cost Proposal shall be accompanied with sufficient detail to clearly identify the fee for service and include a detailed schedule of estimated (not-to-exceed) reimbursable and non-reimbursable costs. Percentage of the cost of work is not an acceptable value. The Cost Proposal should be prepared independently in accordance with the following:

- A. Any specific services requested in the RFQ and its appendices that are not included should be clearly identified. Exclusion of any required service may result in the proposal being found non-responsive.
- B. Provide a CM/GC staff schedule with staff by name, position and man-hours (assume 8-hour days) per month estimated on the project.
- C. Provide a detailed estimate of reimbursable costs including breakdown of direct salaries and payroll fringes (DPE) for on-site CM/GC personnel associated with the services. Not-to-exceed reimbursable expenses shall be provided at direct cost.
- D. Provide a detailed estimate of non-reimbursable expenses (included in fee).
- E. The Hernando County Board of County Commissioners reserves the right to reject any Cost Proposal not prepared in the above manner. Proposals that exceed the available funds may be rejected outright but the Hernando County Board of County Commissioners reserves the right to negotiate a reasonable fee for service within the available funds. The CM/GC contract will be a bonded lump sum contract including not-to-exceed reimbursables with a Guaranteed Maximum Price to encompass all construction work; some not-to-exceed allowances may be included as directed by the Hernando County Board of County Commissioners.
- F. This Fee Proposal is a binding offer to perform the services associated with the Scope of Services described in this RFQ and the **Designated Services and Method of Payment Matrix in Appendix**

**B.** The Hernando County Board of County Commissioners reserves the right to negotiate a cost adjustment based on scope clarification subsequent to selection and prior to contract execution.

G. Provide a Summarized Fee Proposal utilizing sample in **Appendix F Summarized Fee Proposal**.

#### **5.4. METHOD OF SELECTION AND AWARD**

The PRSC (Procurement Review Selection Committee) shall complete an evaluation of qualifications and in accordance with the criteria as indicated in section 6. Evaluation Phases. The selection of the most qualified firm will be evaluated per [Evaluation Phases](#).

The final fee amount is subject to negotiation. Award and contract will be contingent on availability of key proposed Project Management Team staff.

## 6. Evaluation Phases

### PREQUALIFICATION EVALUATION

- A. The Procurement Review Selection Committee (PRSC) will review all Proposals received and establish a list of highest ranked firms in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth below.
- B. Proposal Opening: Proposal submittals shall be received and publicly opened. Only the names of Respondents will be read at this time.
- C. Compliance: A preliminary evaluation by the County shall determine whether each received proposal is complete and compliant with all instructions and/or submittal requirements in the RFQ. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Firm proposals that are compliant are advanced to the written evaluation stage.
- D. Written Evaluation: The County will evaluate written proposals according to the criteria outlined above and described further in the "Evaluation Phases" section of this RFQ. The highest ranked proposals will advance to Oral Presentations as deemed appropriate by the Evaluation Team.
- E. Oral Presentations (as necessary): Vendors that are advanced to this stage will be required to complete oral presentations and interviews with County Evaluators. The presentations will be evaluated by the PSRC. The County will rank order firms by evaluation score and begin negotiations with the most qualified firm.
- F. Negotiations: If the Committee or the Board is unable to negotiate a satisfactory Contract with the first selected Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or, if no agreement can be reached, the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

### 6.1. Evaluation of Written Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<b>QUALIFICATIONS OF THE FIRM(S)</b> <ul style="list-style-type: none"> <li>• Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project.</li> <li>• Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.</li> <li>• Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.</li> <li>• Provide a detailed description of how your firm will maximize the construction work force on this project.</li> <li>• Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees.</li> </ul>	Points Based	25 (25% of Total)
2.	<b>QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS</b> <ul style="list-style-type: none"> <li>• Describe the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.</li> <li>• Describe the qualifications and relevant experience of other key in-house staff and time commitments for this project.</li> <li>• Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFQ.</li> </ul>	Points Based	25 (25% of Total)

3.	<b>PROJECT MANAGEMENT APPROACH</b>	Points Based	20 (20% of Total)
	<ul style="list-style-type: none"><li>• Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful Construction Management/General Contracting services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1–2-page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).</li><li>• Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the Hernando County Board of County Commissioners subcontracting CM/GC construction work is in the Hernando County Board of County Commissioners best interest in terms of price competition. The Hernando County Board of County Commissioners may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.</li></ul>		

4.	<b>PRIOR PROJECT EXPERIENCE/SUCCESS</b>	Points Based	30 (30% of Total)
	<p>Select your three (3) most relevant projects and provide, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• The project/contract name</li> <li>• Description of services provided.</li> <li>• Overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders.</li> <li>• Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)</li> <li>• Key assigned in-house staff (name and title)</li> <li>• Subcontracts (service) used in the performance of the contract.</li> <li>• Schedule history</li> <li>• Reference(s) for Owner and Architect as described in IV.E</li> <li>• Continuing services, if any</li> </ul> <p>A. <b>Timeliness:</b> In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.</p> <p>B. <b>Budget Considerations:</b> Similar to timeliness, being on budget historically means the work was completed within the originally identified available budget. For purposes of this RFQ, the Hernando County Board of County Commissioners is interested not only in being within budget but also in the respondent's ability to address and implement the following issues as well:</p> <ol style="list-style-type: none"> <li>1. Conceptual estimating</li> <li>2. Value analysis</li> <li>3. Alternate solutions</li> <li>4. Scope reduction that maintains project function</li> <li>5. Cost/benefit analysis</li> </ol> <p>Demonstrate for the above projects examples</p>		

	<p>of how you accomplished the above cost control services.</p> <ul style="list-style-type: none"> <li>• <b>Quality:</b> Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how a high quality of workmanship was achieved.</li> <li>• <b>Services Disruption:</b> Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc. if applicable.</li> <li>• <b>Project Acceptability:</b> Please discuss how your Construction Management/General Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.</li> <li>• <b>Compliance:</b> Provide information on how compliance with industry standards of care, building codes, etc. was achieved.</li> </ul>		
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## 6.2. Oral Presentations (as required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS</b></p> <p>A. Given that the design is a prototype, what efforts and value do you bring to the pre-construction phase of the project?</p> <p>B. Describe/list your experience with long lead items, early release packages and material cost increases as well as any other strategies for maintaining schedule/budget during construction.</p>	Points Based	50 (50% of Total)

2.	<b>PROJECT MANAGEMENT APPROACH</b>	Points Based	50 <i>(50% of Total)</i>
	<p>A. Describe your firm's approach to clash detection and resolution regarding MEP-FP, Structural and Architectural coordination during the construction phase.</p> <p>B. Describe your quality control procedures from document processing through zero punch list.</p> <p>C. Describe how your firm would handle the construction of simultaneous prototype projects.</p> <p>D. Describe your typical day and responsible person for communicating with the design team and owner. This could be RFI's, change events, submittals, pay application etc.</p> <p>E. This is a GMP project. What do you consider worthy of utilizing owner's contingency for?</p> <p>F. Describe strategies for dealing with qualified/skilled labor shortages as it pertains to project scheduling and subcontractor coordination.</p> <p>G. Describe a difficult project issue and how it was resolved.</p>		

## 7. CM/GC Contract Information

A. Carefully review the CM/GC Contract sample (**Appendix B**) before initiating your response submittal. Any exceptions to the contract must be communicated formally in accordance with the written questions schedule in [Introduction](#).

B. The Hernando County Board of County Commissioners reserves the right to make non-material changes to the appended model agreement, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.

C. Any approved reimbursable expenses made under the terms of the final agreement shall be a direct pass-on cost with no adjustment to the fee described therein.

D. Any and all products, systems, methods, and procedures developed, as a result of this agreement shall remain the exclusive property of the Hernando County Board of County Commissioners.

### E. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Construction Manager covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed utilized by the professional in the performance of the contract.

#### 2. Protection of Person and Property:

The Construction Manager will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

The Construction Manager will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Construction Manager will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3. MINIMUM INSURANCE REQUIREMENTS: Construction Manager shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

#### 4. Workers' Compensation: As required by law:

State.....Statutory

APPLICABLE FEDERAL.....Statutory

EMPLOYER'S LIABILITY.....Minimum:

\$100,000.00 each accident

\$100,000.00 by employee

\$500,000.00 policy limit

Exemption per Chapter 440, F.S.: If a Construction Manager has less than three (3) employees and states that they are exempt per Chapter 440, F.S., they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

5. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

Coverage as follows:

EACH OCCURRENCE.....\$1,000,000.00

GENERAL AGGREGATE .....\$2,000,000.00

PERSONAL/ADVERTISING INJURY.....\$1,000,000.00

PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

FIRE DAMAGE (Any one (1) fire.....\$50,000.00

MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00

6. Additional Insured: Construction Manager agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

7. Waiver of Subrogation: Construction Manager agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Construction Manager to enter into a pre-loss agreement to waive subrogation without an endorsement, then Construction Manager agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Construction Manager enter into such an agreement on a pre-loss basis.

8. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

COMBINED SINGLE LIMIT (CSL)..... \$1,000,000 or,  
BODILY INJURY (Per Person)..... \$1,000,000  
BODILY INJURY (Per Accident)..... \$1,000,000  
PROPERTY DAMAGE.....\$1,000,000

9. PROFESSIONAL LIABILITY (if applicable it will be noted below separately): including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$3,000,000.00. The contractor providing the engineered plans will be responsible in providing professional liability of \$3,000,000.00.

10. EXCESS/UMBRELLA LIABILITY:

Construction Manager shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$2,000,000.00. Limits can be increased, based on contract. (For Category B technical specifications, Longshoreman's Insurance is required.)

11. Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to final acceptance of the Project.

12. POLLUTION LIABILITY (if applicable it will be noted below separately):

13. SUBCONTRACTORS (if applicable): Upon request, all subcontractors hired by said Construction Manager are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.

14. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

15. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

Construction Manager agrees to provide County with a Certificate of Insurance evidencing that all

coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Construction Manager's insurer. If the Construction Manager receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Construction Manager agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder shall read: Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604

Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Construction Manager.

The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature. The Construction Manager shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of Construction Manager's obligation to maintain such insurance.

## **8. Acknowledgement and Attestation**

- A. Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form is a mandatory requirement for a respondent to be considered responsive to this RFQ Prequalification Submittal.
- B. Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the Hernando County Board of County Commissioners.

## 9. Termination and Suspension of Work

1. The County may, by written notice to the Construction Manager, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Construction Manager fails to:
  1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
  3. Make progress so as to endanger performance of this Contract.
  4. Perform any of the other provisions of this Contract.
2. Prior to termination for default, the County will provide adequate written notice to the Construction Manager through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Construction Manager in accordance with the County's Procurement Ordinance. The Construction Manager and its sureties (if any) shall be liable for any damage to the County resulting from the Construction Manager's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Construction Manager will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the County the Construction Manager shall:
  1. Stop work on the date and to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.
4. If the Construction Manager's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Construction Manager, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
1. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Construction Manager thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.
2. Construction Manager May Stop Work or Terminate:
  1. If, through no act or fault of Construction Manager, (i) the work is suspended for more than ninety (90) consecutive days by County or under an order of court or other public authority, or (ii) Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or (iii) County fails for thirty (30) days to pay Construction Manager any sum finally determined to be due, then Construction Manager may, upon seven (7) days written notice to County and Engineer, and provided County or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from County.
  2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an application for payment within thirty (30) days after it is submitted, or County has failed for thirty (30) days to pay Construction Manager any sum finally determined to be due, Construction Manager may, seven (7) days after written notice to County and Engineer, stop the work until payment is made of all such amounts due Construction Manager, including interest thereon. The provisions of this paragraph are not intended to preclude Construction Manager from making a claim as described in above Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "Claims", for an

adjustment in contract price or contract times or otherwise for expenses or damage directly attributable to Construction Manager's stopping the work as permitted by this paragraph.

3. County May Suspend Work: County may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Construction Manager and Engineer which will fix the date on which work will be resumed. Construction Manager shall resume the work on the date so fixed. Construction Manager shall be granted an adjustment in the contract price or an extension of the contract times, or both, directly attributable to any such suspension if Construction Manager makes a claim therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS".
4. County May Terminate for Cause:
  1. The occurrence of any one (1) or more of the following events will justify termination for cause:
    1. Construction Manager's persistent failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under above Section titled "STARTING THE WORK" Paragraph A. 2. a. as adjusted from time to time pursuant to above Section titled "CONTRACTOR'S RESPONSIBILITY" Paragraph titled "Progress Schedule";
    2. Construction Manager's disregard of laws or regulations of any public body having jurisdiction;
    3. Construction Manager's disregard of the authority of Engineer; or
    4. Construction Manager's violation in any substantial way of any provisions of the Contract Documents.
  2. If one (1) or more of the events identified in above Paragraph E. 1. occur, County may, after giving Construction Manager (and surety) seven (7) days written notice of its intent to terminate the services of Construction Manager:
    1. In exercising the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "County May Correct Defective Work", County shall proceed expeditiously. In

connection with such corrective or remedial action, County may exclude Construction Manager from all or part of the site (without liability to Construction Manager for trespass or conversion), take possession of all or part of the work and suspend Construction Manager's services related thereto, take possession of Construction Manager's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which County has paid Construction Manager but which are stored elsewhere. Construction Manager shall allow County, County's representatives, agents and employees, County's other Construction Manager, and Engineer and Engineer's consultants access to the site to enable County to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "County May Correct Defective Work".

2. Complete the work as County may deem expedient.
3. If County proceeds as provided in Paragraph E. 2 above, Construction Manager shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by County arising out of or relating to completing the work, such excess will be paid to Construction Manager. If such claims, costs, losses, and damages exceed such unpaid balance, Construction Manager shall pay the difference to County. Such claims, costs, losses, and damages incurred by County will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a change order. When exercising any rights or remedies under this paragraph County shall not be required to obtain the lowest price for the work performed.
4. Notwithstanding above Paragraphs E. 2. and E. 3., Construction Manager's services will not be terminated if Construction Manager begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.
5. Where Construction Manager's services have been so terminated by County, the termination will not affect any rights or remedies of County against Construction Manager

then existing or which may thereafter accrue. Any retention or payment of moneys due Construction Manager by County will not release Construction Manager from liability.

6. If and to the extent that Construction Manager has provided a Performance Bond under the provisions of above section, titled: "PERFORMANCE AND PAYMENT BOND", the termination procedures of that bond shall supersede the provisions of above Paragraphs E. 2. and E. 3.

5. Litigation:

1. Should the County be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Construction Manager shall not be entitled to any claim or damages, or otherwise, nor may the Construction Manager withdraw from the Contract except by and with the consent of the County. Construction Manager shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the County Designated Representative.
2. If the County is permanently prohibited or enjoined from proceeding with the work herein contemplated, the County may terminate this Contract and pay the Construction Manager a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Construction Manager. The sum thus computed shall be paid to the Construction Manager within thirty (30) days after the County shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

## 10. Vendor Submissions

### 10.1. [Acknowledgement and Attestation\\*](#)

By responding to this RFQ, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

**Please acknowledge below that you confirm the above statement:**

☐ Please confirm

\*Response required

### 10.2. [Download Drug Free Workplace Certificate \\*](#)

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

☐ Please confirm

\*Response required

### 10.3. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\*

Certification that Construction Manager affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Construction Manager in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Construction Manager is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

\*Response required

### 10.4. Sworn Statement

#### 10.4.1. Sworn Statement 287.133 (3) (a)\*

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that

one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

\*Response required

**10.4.2. *If you choose option 3, please attach a copy of the final order***

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

**Please attach a copy of the final order**

### 10.5. Authorized Signatures/Negotiators

#### *10.5.1. Authorized Signatures/Negotiators \**

Please provide the information to support the statement below:

The Construction Manager represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Construction Manager will be duly bound:

Name(s)

Title(s)

E-mail(s)

Phone no (s)

\*Response required

#### *10.5.2. Type of Organization \**

Please select your organization type:

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Corporation

\*Response required

#### *10.5.3. Company ID\**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

\*Response required

#### *10.5.4. W9 Form\**

Please upload your company's W9 information

\*Response required

#### *10.5.5. ACH electronic payment\**

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

☐ Yes, ACH electronic payment method is acceptable.

☐ No, ACH electronic payment method is not acceptable.

\*Response required

## 10.6. Local Vendor Affidavit of Eligibility

### 10.6.1. Local Vendor Affidavit - 12 Month Minimum\*

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

☐ Yes

☐ No

\*Response required

### 10.6.2. Proof of Real Property Tax\*

Please upload your proof of Real Property Tax

\*Response required

### 10.6.3. Copy of Florida Division of Corporations Annual Report\*

Please upload a copy of your Florida Division of Corporations Annual Report

\*Response required

## 10.7. E-Verify Certification

### 10.7.1. E-Verify Certification \*

Construction Manager acknowledges and agrees to the following:

Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Construction Manager during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Construction Manager to perform work pursuant to the Contract with the department.

☐ Please confirm

\*Response required

## 10.8. Construction Contractor Qualification Requirements

### 10.8.1. Contract Manager (CM) / General Contractor (GM)\*

Proposer must provide resumes of Contract Manager (CM) / General Contractor (GM) listing qualifications, experience, education and training. The Contract Manager (CM) / General Contractor (GM) must have adequate experience, generally considered as a working Contract Manager (CM) / General Contractor (GM) on a minimum of two (2) projects, similar in size and scope to the Hernando County Fire Station Prototype, within the past seven (7) years.

\*Response required

### 10.8.2. References \*

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

**Please provide information for 3 required References:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

\*Response required

**10.8.3. Key Subcontractors\***

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Bidder" if the Bidder will perform the work, after each work category:

Example:

- (1) Earthwork construction
- (2) Earthen dike construction
- (3) Soil bentonite backfill cut-off wall installation
- (4) Wet excavation/dredging work
- (5) Concrete form work
- (6) Equipment installation
- (7) Electrical and instrumentation installation
- (8) Control system integration
- (9) Wetland planting and establishment

**If no subcontractors will be employed please state "NONE"**

\*Response required

#### **10.8.4. Construction Manager's License\***

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

\*Response required

#### **10.8.5. Organization Chart\***

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

\*Response required

#### **10.8.6. Project Manager and Superintendent Qualifications\***

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working Project Manager/Superintendent on a minimum of two (2) projects, similar in size and scope to the RFQ for Construction Manager/General Contractor for Hernando County Fire Station Prototypes, within the past seven (7) years.

\*Response required

#### ***10.8.7. Bidder/Key Subcontractor Specific Qualifications\****

Bidder must demonstrate Bidder's/Key subcontractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- A. Document prior experience in construction of individual earthwork projects involving site clearing, excavating, hauling, placing, grading and compacting for a minimum of 300,000 cubic yards of soil.
- B. Document prior experience in construction of soil bentonite backfill cut-off walls using slurry trench excavation methods for a minimum distance of 1 mile at a minimum depth of 20 feet.
- C. Document prior experience in construction of surface water intake structures and associated pump stations of a minimum design capacity of 30 cubic feet per second (20 million gallons per day).
- D. Document prior experience in planting and establishing wetland plants within a minimum constructed area of 100 acres.

\*Response required

#### ***10.9. Construction Manager's License***

##### ***10.9.1. Construction Manager's License\****

Please upload all contractors and subcontractors license(s) required for this project.

\*Response required

##### ***10.9.2. Additional Required Forms***

##### ***10.9.3. Trench Safety Act Compliance \****

Please download the below documents, complete, and upload.

- [Trench Safety Act Compliance...](#)

\*Response required

##### ***10.9.4. Corporate Affidavit \****

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

\*Response required

**10.9.5. Vendor Certification Regarding Scrutinized Companies\***

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

\*Response required

**10.10. Hernando County Employment Disclosure Certification Statement**

**10.10.1. *Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? \****

☐ Yes

☐ No

\*Response required

**10.10.2. *Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?\****

☐ Yes

☐ No

\*Response required

**10.10.3. Relatives and Former Hernando County Employees - Roles and Signatures**

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

## 10.11. Vendor Survey

### 10.11.1. Vendor Survey \*

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

*Select all that apply*

- ☐ County's eProcurement Portal (Open Gov Procurement)
- ☐ Newspaper
- ☐ Purchasing and Contracts Advertisement Board
- ☐ Other (Please list in the following question)

\*Response required

### 10.11.2. Vendor Survey - Other

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

### 10.11.3. Anticipates Services outside the United States or Florida\*

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

- ☐ Yes
- ☐ No

\*Response required

## 10.12. Submittal Requirements

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. Following are elements that will be used to evaluate each firm's qualifications:

### 10.12.1. QUALIFICATIONS OF THE FIRM(S)\*

- Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project.
- Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.
- Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.

- Provide a detailed description of how your firm will maximize the construction work force on this project.
- Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees.

\*Response required

#### **10.12.2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS\***

- Describe the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.
- Describe the qualifications and relevant experience of other key in-house staff and time commitments for this project.
- Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFQ.

\*Response required

#### **10.12.3. PROJECT MANAGEMENT APPROACH\***

- Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful Construction Management/General Contracting services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1–2-page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).

- Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the Hernando County Board of County Commissioners subcontracting CM/GC construction work is in the Hernando County Board of County Commissioners best interest in terms of price competition. The Hernando County Board of County Commissioners may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.

\*Response required

#### **10.12.4. PRIOR PROJECT EXPERIENCE/SUCCESS\***

Select your three (3) most relevant projects and provide, at a minimum, the following:

- The project/contract name
- Description of services provided.
- Overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders.
- Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)

- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract.
- Schedule history
- Reference(s) for Owner and Architect as described in IV.E
- Continuing services, if any

A. **Timeliness:** In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.

B. **Budget Considerations:** Similar to timeliness, being on budget historically means the work was completed within the originally identified available budget. For purposes of this RFQ, the Hernando County Board of County Commissioners is interested not only in being within budget but also in the respondent's ability to address and implement the following issues as well:

1. Conceptual estimating
2. Value analysis
3. Alternate solutions
4. Scope reduction that maintains project function
5. Cost/benefit analysis

Demonstrate for the above projects examples of how you accomplished the above cost control services.

- **Quality:** Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how a high quality of workmanship was achieved.
- **Services Disruption:** Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc. if applicable.
- **Project Acceptability:** Please discuss how your Construction Management/General Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.
- **Compliance:** Provide information on how compliance with industry standards of care, building codes, etc. was achieved.

\*Response required

#### **10.12.5. Upload Full Proposal Package (in Sections) \***

Please upload full proposal and upload sections 12.1 through 12.4 separately.

\*Response required

### 10.13.Optional

#### *10.13.1. Optional Upload of additional Information*

Please upload any optional/additional information not requested elsewhere.

#### *10.13.2. PROPOSER'S CERTIFICATION\*\**

I have carefully examined the Request for Qualifications (RFQ), Instructions to Proposers, General and/or Special Conditions, Specifications, RFQ Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFQ will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFQ on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFQ is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFQ for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFQ IS SUBMITTED:

☐ I take NO exceptions

☐ I take Exceptions, explained in the subsequent answer

\*Response required

#### *10.13.3. Exceptions*

If you selected "Exceptions" in the preceding question, please upload your exceptions to this RFQ per instructions in item A and B below.

1. Proposers may take exception to certain requirements in this RFQ. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The County, at its sole discretion, may reject any exceptions or specifications within the proposal.
2. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Manhattan Construction Company LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>S</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>5601 South 122nd East Avenue</b> <b>6</b> City, state, and ZIP code <b>Tulsa, OK 74146</b> <b>7</b> List account number(s) here (optional)	<b>Requester's name and address (optional)</b>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
7	3	-	0	3	3	8	3	3	0

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>7/9/24</b>
------------------	---	-----------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## ► 12.1 - Qualifications of the Firm

**Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project.**

Manhattan Construction Company is part of Manhattan Construction Group, a fifth-generation family-owned construction company with operations in the building, civil, pipeline and specialty construction segments.

Manhattan Construction Group employs approximately 1,600 people. Manhattan Construction Company's affiliates under the group are:



### MANHATTAN CONSTRUCTION SERVICES

- Preconstruction
- General Building
- Construction Management
- Design-Build
- Program Management



### MANHATTAN ROAD & BRIDGE SERVICES

- Roads
- Bridges
- Pile Driving
- Sheet Piling
- Pipe Piling
- Concrete Piling



### CANTERA CONCRETE SERVICES

- Foundations
- Flatwork
- Structural
- Tilt-up
- Architectural
- Site Work
- Place & Finish



### MANHATTAN INTERNATIONAL SERVICES

- Construction Management
- Preconstruction
- Program Management



### MANHATTAN PIPELINE SERVICES

- New Facility Construction
- Pipeline Repairs & Rehabilitation
- Pipeline Anomaly Repairs, Integrity, & Maintenance
- Hydrotesting
- Coating Rehabilitation
- Existing Station Piping Modification & Valve Replacement
- In-line Inspection Modifications & Support
- Mainline Replacements & Line Lowering
- Drilling Pads and Retention Structures
- Right of Way Restoration
- Customer Interconnects & Metering Stations
- Emergency Repairs



### SPECTRUM CONTRACTING SERVICES

- Waterproofing
- Joint Sealants
- Specialty Coatings
- Painting
- Fireproofing
- Reconstruction Management
- Concrete Restoration
- Structural Strengthening
- Hurricane Repairs



### SAFEZONE SERVICES

- Railings & Gates
- Commercial Glass, Windows & Doors
- Balcony Screen Enclosures





## ▶ 12.1 - Qualifications of the Firm

Founded in 1896, Manhattan Construction Company is a fifth-generation family-owned company that provides preconstruction, construction management, program management, general building, and design-build services throughout the United States, Mexico, Central America, and the Caribbean. Manhattan's Florida roots date back to 1968. Manhattan's portfolio of work includes government, education, laboratory, aviation, transportation, sports, convention, casino, hospitality, warehouse, corrections, healthcare, mission-critical, and distribution facilities. Manhattan is a **20-time Associated Builders and Contractors (ABC) Accredited Quality Contractor (AQC)**, an ABC 2019, 2020, 2021, 2022 and 2023 Top Performing Contractor, a ten-time STEP Diamond Safety Award Winner, and 2017, 2021, 2022 and 2023 National Safety Pinnacle Award winner.

Effective Construction Management includes partnering with all stakeholders to understand the project's goals, defining project objectives, developing strategies to reach these objectives, and then executing a plan to safely put the strategies into practice. Manhattan knows that properly managing the **six key principles (time, money, quality, communications, people, and risk)** is the best way to keep projects moving forward efficiently and productively creating a successful project, within the agreed-to plan.

## MANHATTAN BY THE NUMBERS

**5<sup>th</sup> generation**

of family-owned operation.

**125**

years in construction.



**200+**

award-winning projects.



More than  
**\$30 billion**  
of construction put in place in  
our portfolio



and more than  
**\$5 billion**  
in green-building projects.





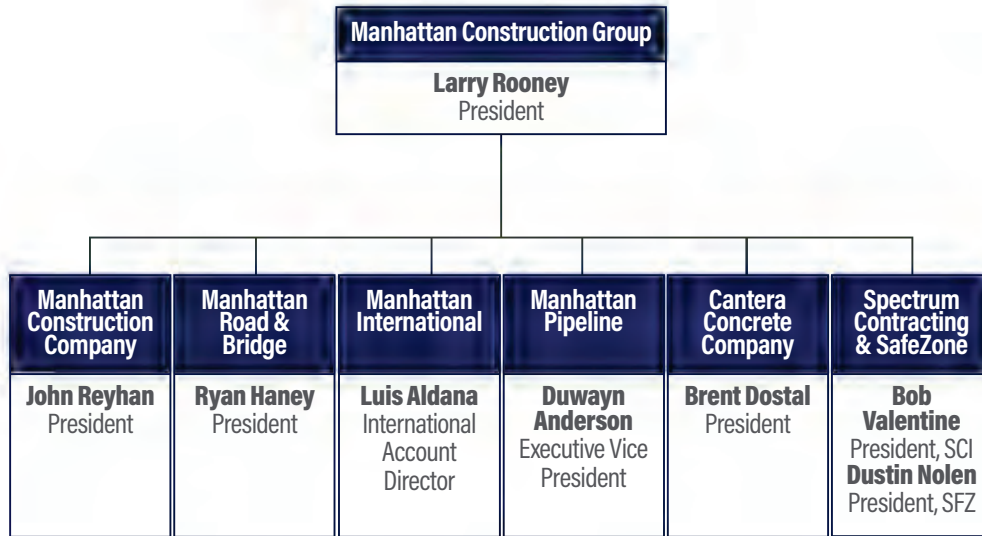
## ▶ 12.1 - Qualifications of the Firm

RELATED EXPERIENCE			
	Project	Cost / Completion Date	Firm's Role
	<b>Marco Island Fire Station 50 &amp; EOC</b> Marco Island, FL	\$11,878,121 03/2023	Construction Manager <i>Fast-Track</i>
	<b>City of Naples Fire Station 1 &amp; EOC</b> Naples, FL	\$7,562,716 04/2019	General Contractor
	<b>City of Dunedin - New City Hall</b> Dunedin, FL	\$20,009,885 11/2022	General Contractor
	<b>City of Plant City CARES Act</b> Plant City, FL	\$2,929,738 03/2022	Construction Manager <i>Fast-Track</i>
	<b>Lee County Emergency Operations Center Expansion</b> Fort Myers, FL	\$28,699,000 09/2021	General Contractor
	<b>Hillsborough County Southshore Tax Collector Office</b> Ruskin, FL	\$3,040,204 06/2018	Design/Builder <i>Fast-Track</i>
	<b>East County (Plant City) Courthouse</b> Plant City, FL	\$10,191,000 09/2011	General Contractor
	<b>St. Petersburg Justice Center Courts Consolidation DB</b> St. Petersburg, FL	11/2022 \$11,770,756	Design/Builder
	<b>Collier County Government Center Annex</b> Naples, FL	\$44,000,000 07/2007	Construction Manager <i>Fast-Track</i>
	<b>Pasco County Data Center</b> Dade City, FL	\$10,728,043 09/2014	General Contractor
	<b>Sarasota Police Department Headquarters</b> Sarasota, FL	\$34,727,402 07/2010	Construction Manager <i>Fast-Track</i>

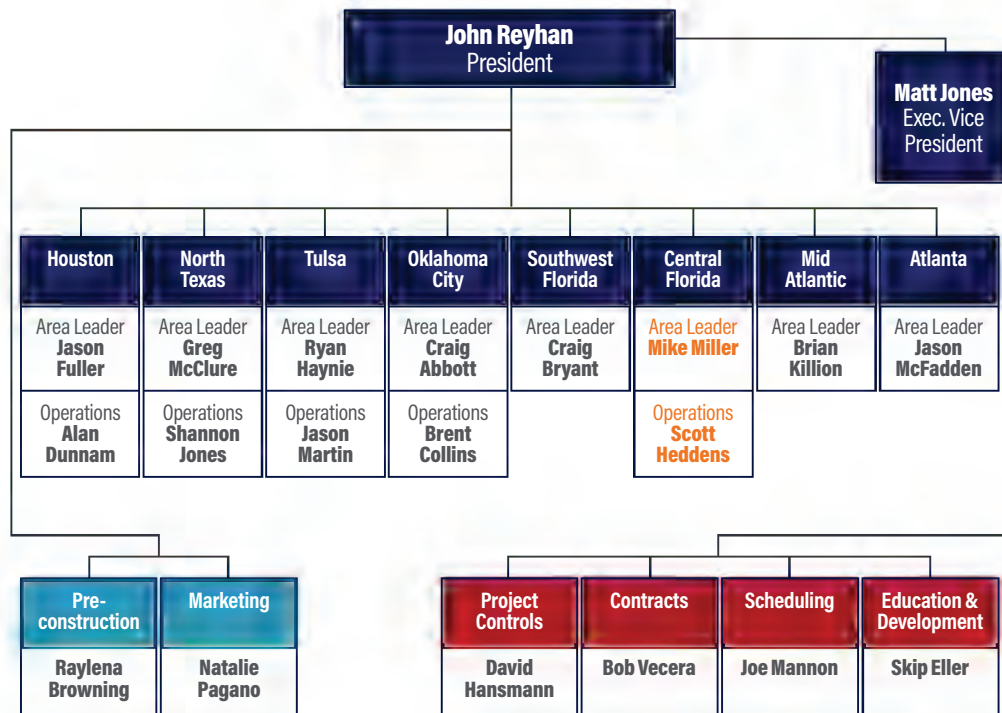
## ► 12.1 - Qualifications of the Firm

Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.

### Manhattan Construction Group Organization Chart



### Manhattan Construction Company Organization Chart

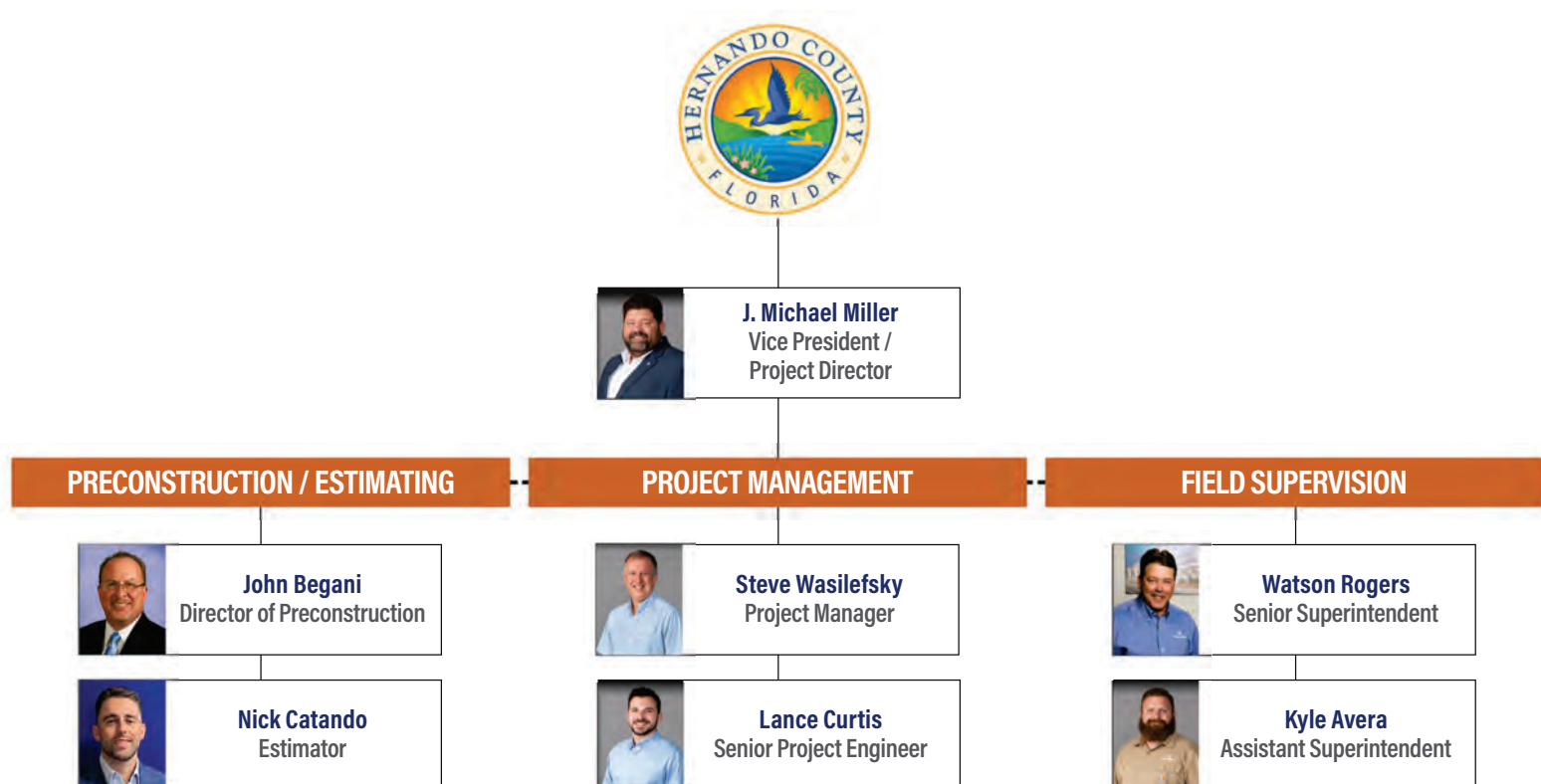


A project specific organizational chart is included on the following page.



## ▶ 12.1 - Qualifications of the Firm

### Project Specific Organizational Chart - One Fire Station



## ► 12.1 - Qualifications of the Firm

### Project Specific Organizational Chart - Multiple Fire Stations





## ► 12.1 - Qualifications of the Firm

**Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.**

Following the bidding process, our team will set up interviews with the critical subs including but not limited to concrete, mechanical, electrical, plumbing, site subcontractors etc. and determine the most competitive and best-qualified subcontractors for the work assigned. In making this determination, their safety and security record are reviewed along with other criteria. We then arrange interviews with the key subs to review the expectations of the project and our project approach, we require the subcontractors identify their plan to meet the project expectations and the commitments Manhattan has made to our client, and any stakeholders.

We will also stipulate that we meet with the subcontractors' proposed project team members. Whether it is their foreman, project manager, etc., we want to ensure that these key individuals are best suited to work on-site on a government campus, and are best suited to achieve the project's goals. From our prior experience with Hernando County and other clients, these interactions and personal interviews help us select the best subcontractors, and convey an understanding of the importance of this project they are going to undertake, and obtain buy in from them regarding the project goals.

- **Welcome Package** – Upon award of a scope of work to a subcontractor, Manhattan will distribute a project specific welcome package. This package will provide key and detailed information to the project detailing the project team, overview of the project, project location, instruction for deliveries, work hours, safety requirements, billing requirements, etc. Once we have awarded a scope of work to a subcontractor, our team will continue to communicate with them and get their input and buy in on schedule, quality goals, etc. as we work through the submittal phase and prepare to mobilize them on the project to begin their scope of work. The following are the processes that Manhattan will use to interface with all subcontractors to ensure



<u>TABLE OF CONTENTS</u>	
Project Narrative	
I.	General Information
A.	Owner and Project Team
B.	Project Information
C.	Project Location Map
D.	Delivery Locations and Instructions
II.	Project Set Up and Requirements
A.	Introduction
B.	Mobilization Requirements
C.	Employee Parking Areas
D.	Working Hours
E.	Breaks / Lunch
F.	Construction Limits
G.	Safety
H.	Responsibility of Project Workforce
I.	Protection of Existing Trees and Plants
J.	Housekeeping
K.	Sanitary Facilities
L.	Subcontractor Daily Report
M.	Project Progress Meeting
N.	Preconstruction and Pre-Installation Meetings
III.	Administrative Procedures and Requirements
A.	Submittals - Basic Requirements
B.	Submittal Procedures
C.	Requests for Information
D.	Correspondence
E.	Changes
F.	Schedule
G.	Delays and Extensions of Time
H.	Project Record Documents
I.	Operating and Maintenance Data & Instructions
J.	Warranties and Bonds
K.	Asbestos Products
IV.	Payment Applications
A.	Schedule of Values
B.	Monthly Progress Pay Applications
C.	Lien Releases and Claim Waivers
D.	Insurance Requirements
E.	Partial Payment for Stored Materials
V.	Quality Control Program
VI.	Site Specific Safety Plan
VII.	Reference Documents and Forms
A.	Subcontractors Daily Report
B.	Subcontractor's Monthly Safety Report
C.	MCC Pay Application Cover Sheet
D.	Subcontractor's Release and Waiver of Lien

Sample project  
Welcome Package.

## ► 12.1 - Qualifications of the Firm

success of the project:

- **Preconstruction Meetings** – We schedule these approximately two to three weeks ahead of each subcontractor mobilizing to the project to perform their Features of Work. During this meeting, we review the expectations and commitments that we had discussed during their selection interview. We want to ensure that expectations are understood and discuss any foreseeable issues that might arise prior to mobilizing, so that we can work issues out early, foster an atmosphere of safety, quality, cooperation and efficiency. We also take this time to review the rules of the project, logistics for deliveries and parking, and safety standards to ensure we maintain Manhattan's safety culture of operation zero, etc.
- **Weekly Subcontractor Coordination Meetings** – Each week our Superintendent will hold a weekly subcontractor coordination meeting. This meeting is held to discuss quality, logistics, two-week look ahead schedule, issues, etc. Manhattan feels strongly that communication is the key to a successful project. These weekly meetings provide the subcontractors and Manhattan an open forum to discuss and resolve project issues as a group.





## ► 12.1 - Qualifications of the Firm

**Provide a detailed description of how your firm will maximize the construction work force on this project.**

Manhattan Construction will utilize as many local businesses as possible for the Fire Station Prototypes Contract. Our corporate goal has always been to actively pursue local subcontractors for all of our projects. By engaging subcontractors that have a tie to the community, we have found that the level of quality and service is increased as well as the pride of the team members.

Our philosophy is that subcontract management begins with proper subcontractor evaluation and selection. We consistently obtain the best pricing from the Tampa Bay Area subcontracting community because they know:

- Our projects are professionally managed and well organized.
- We manage and maintain efficient project schedules.
- We provide and require a safe environment for their workers.

As an active member/participant in the Gulf Coast Chapter of Associated Builders and Contractors (ABC), in addition to the American Subcontractors Association of Southwest Florida (ASA), we are able to meet and network with new local subcontractors. Opportunities provided by this and similar organizations provide an invaluable tool for establishing contact with local businesses while increasing Manhattan's exposure in the marketplace. Our outreach efforts are aimed to proactively identify and prequalify local subcontractors for each trade involved in the project, prior to the bid.

These efforts include:

- Establishing contact with local and regional industry associations who aid the growth and development of businesses in an effort to identify local subcontractors and suppliers to participate on projects;
- Accessing registries and source lists from federal, state, and local governments as well as commercial entities;
- Attending conferences, trade fairs, seminars, training programs, and networking events, which promote opportunities for local businesses;
- Posting solicitation notices and advertisements specifically targeted for local, as well as socio-economically disadvantaged businesses in local newspapers and publications.



In 2023, 2022, 2021 and 2017, Manhattan earned the National Safety Pinnacle Award from Associated Builders and Contractors (ABC), **their highest safety honor**. Contractors were judged on self-evaluation scores, lost workday case rates, total recordable incident rates, leading indicator use, process and program innovations, and video interviews conducted by members of ABC's National Safety and Health Committee.

## ► 12.1 - Qualifications of the Firm

Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees.

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
EMR	0.69	0.63	0.64	0.50	0.48	0.49	0.64	0.71	0.85	0.76



Manhattan Construction Company is a subsidiary of the Manhattan Construction Group family of companies with operations across the United States. Our company has a strong heritage that reflects generations of hard work and accomplishments in our businesses by exceptional people. As a fifth generation family owned business, we have established a reputation of integrity and fairness, reliable performance, and quality results.

As stewards of the Company, we have a duty to build upon our strong heritage of integrity and fairness by consistently adhering to our Company values. Together, we can continue to demonstrate that Manhattan Construction Company stands for the highest standards of integrity and fairness by "Doing the Right Thing."



### SAFETY

We strive to create the safest work environments in the industry and believe that every injury is preventable.



### EXCELLENCE

Our organization, team members, and project execution shall above all be characterized by excellence.



### INTEGRITY

Integrity and honesty must be present in our everyday actions with each other, our clients, trade partners, and all others we encounter.



### RESPECT

Respect for the individual and the importance of teamwork are critical to the successful performance of our responsibilities.



### CLIENT-DRIVEN CULTURE

Our organization believes creating a client-driven culture is paramount to sustained long-term success.

## ► 12.1 - Qualifications of the Firm

### Career Center

The Manhattan Career Center offers a step by step career path process for Operations, Preconstruction / Estimating, and Project Management roles. All Manhattan employees have access to the resources in the Career Center.

The Builder-In-Training Program is a two-year program designed to give entry-level team members hands-on experience in three domains of expertise. Participating team members gain experience through rotating Project Management, Operations, and Estimating / Preconstruction assignments.



Additionally, all employees have twice yearly course requirements that are offered through the “Education and Development” section of the **MBA (Manhattan Builders Academy)** Portal where they can access required training videos and presentations and other offerings at their discretion on topics such as Prolog Financials Training, Crisis Management for Construction, Structural Concrete Basics, Leadership, Overcoming Conflict, Leading Multiple Generations and much more. The Manhattan Leadership Academy (MLA) and Manhattan Executive Leadership Development Program (MELD) participants receive presentations on the inherent and actual costs of employee turnover and the long-term impact on our knowledge management efforts and talent pools. Currently, Manhattan Construction employees 622, with an average tenure of 9.1 years – **our longest tenured employee celebrated 48 years in late 2023!**





## ► 12.2 - Qualifications of the Management Team Members

### Superintendent Qualifications



### Watson Rogers

#### Senior Superintendent

Manhattan's Senior Superintendent provides overall on-site administrative and technical activities for multiple or individual large complex projects. Our Senior Superintendent plans, coordinates, and supervises craft employees and trade contractors to ensure the project is constructed in a safe and organized manner that is in harmony with design, budget, schedule, and quality. He has developed an expertise in government facility projects, with a no nonsense approach to safety for guests, staff and workers on projects under his watch.

#### Time Commitment for this Project:

100% (construction)

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#### Years Experience:

40 years

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#### Licenses, Credentials, Certifications:

OSHA 30-Hour Certified

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#### Selected Project Experience:

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<b>Hernando County Judicial Center Renovations</b>	\$21,457,116
--	--------------

19,183-square-foot renovation to an occupied county government building.

*Brooksville, Florida*

<b>Lowell Correctional Institution Expansion (Phase 1 &amp; Phase 2)</b>	\$25,000,000
--	--------------

Prison expansion including secured housing units, open bay dorms, infirmary, kitchen, sally ports, site packages, perimeter security systems, all while the facility was occupied and in operation with no disruptions.

*Ocala, Florida*

<b>Marion County Jail Expansion</b>	\$29,000,000
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Expansion of eight new buildings including new kitchen, dorms, booking and processing, laundry, training rooms, vehicle wash station, medical facilities, etc.

*Ocala, Florida*

<b>CCA Lake City</b>	\$20,000,000
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Expansion in active facility adding two twin open bay dorms to existing facility, segregation unit, cafeteria, remodel and new training rooms.

*Lake City, Florida*

<b>West Palm Beach Criminal Justice Complex</b>	\$23,000,000
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New 13-story tower criminal justice building.

*West Palm Beach, Florida*

#### Florida Department of Law Enforcement Headquarters

Regional operations center for FDLE.

*Miami, Florida*



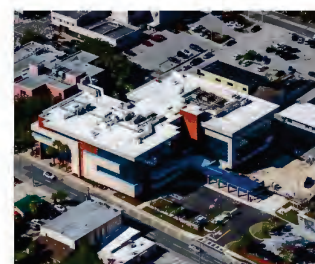
Lowell Correction Institute -  
Phase I & II  
Ocala, FL



Marion County Jail Expansion  
Ocala, FL



CCA Lake City  
Lake City, FL



Hernando County Judicial Center  
Renovations  
Brooksville, FL



## ► 12.2 - Qualifications of the Management Team Members

### *Superintendent Qualifications*



### Kyle Avera

#### Assistant Superintendent

Kyle assists in on-site administrative and technical management of construction activities. He role works with the on-site management team assisting the Superintendent in planning, coordinating, and supervising craft employees and trade contractors to ensure the project is constructed in a safe and organized manner that is in accordance with design, schedule, and quality.

#### **Time Commitment for this Project:**

100% (construction)

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#### **Years Experience:**

21 years

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#### **Licenses, Credentials, Certifications:**

Withlacoochee Technical College, Inverness, Florida, 2004

Crane Operator Certification, 2019

Law Enforcement Academy, 2010

OSHA 30-hour

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#### **Selected Project Experience:**

<b>TPA Monorail Decommissioning and Moving Walkway Installation</b>	<b>\$29,022,584</b>
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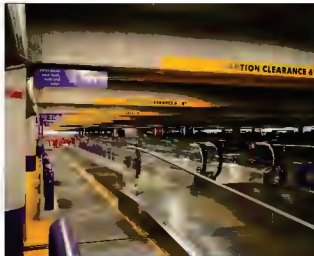
Decommissioning of the existing monorail and installation of moving walkways in the parking garage at TPA.

*Tampa, Florida*

<b>The Azure at Palm Coast</b>	<b>\$21,391,349</b>
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97,625-square-foot senior living facility on a 5-acre parcel.

*Palm Coast, Florida*



**TPA Monorail Decommissioning and Moving Walkway Installation**  
Tampa, FL



**The Azure at Palm Coast**  
Palm Coast, FL



## ► 12.2 - Qualifications of the Management Team Members

*Qualifications of other key in-house staff*



### J. Michael Miller

#### Vice President - Project Director

With 26 years of construction experience Mike has worked on a wide range of project types and delivery methods including public safety projects. He is a good listener, knows the value of stakeholder input and is familiar with the processes necessary to get the work done in a timely and cost effective manner. Additionally, Mike has earned a reputation of service and dedication that is unsurpassed by his peers and most appreciated by Manhattan Construction's clients. Mike's ability to understand their projects needs and his dedication to delivering high quality construction is invaluable to our clients.

#### **Time Commitment for this Project:**

15% (preconstruction & construction)

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#### **Years Experience:**

26 years

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#### **Licenses, Credentials, Certifications:**

B.S., Civil Engineering, Missouri University of Science and Technology, Rolla, Missouri, 1998

State of Florida Certified General Contractor CGC 1527515

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#### **Selected Project Experience:**

<b>Hernando County Judicial Center Renovations</b> 19,183-square-foot renovation to an occupied county government building. <i>Brooksville, Florida</i>	\$21,457,116
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<b>Lowell Correctional Institution Expansion (Phase 1 &amp; Phase 2)</b> Prison expansion including secured housing units, open bay dorms, infirmary, kitchen, sally ports, site packages, perimeter security systems, all while the facility was occupied and in operation with no disruptions. <i>Ocala, Florida</i>	\$25,000,000
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<b>Osceola County Jail Expansion</b> Addition of new housing units, and renovation to the existing visitation, medical and office areas within the existing jail facility. <i>Kissimmee, Florida</i>	\$15,000,000
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<b>Polk County Jail</b> 1,008-bed new jail facility and on and off-site water and waste water utility package. <i>Frostproof, Florida</i>	\$30,000,000
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<b>City of Dunedin - New City Hall</b> New two-story, 38,463-square-foot city hall with onestory commission chamber. <i>Dunedin, Florida</i>	\$20,009,885
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**Hernando County Judicial Center Renovations**  
Brooksville, FL



**Lowell Correction Institute - Phase I & II**  
Ocala, FL



**Osceola County Jail Expansion**  
Kissimmee, FL



**City of Dunedin New City Hall**  
Dunedin, FL



## ► 12.2 - Qualifications of the Management Team Members

*Qualifications of other key in-house staff*



### Steve Wasilefsky

#### Project Manager

Steve oversees multiple or individual large complex projects providing direction for the on-site project management teams. Construction activities are monitored and controlled by our Senior Project Manager through administrative direction of on-site personnel, contract management, budget control, and cost adherence while overseeing implementation of the company's Safety and Quality Control Programs. He is the liaison for client, architect, and engineering contacts to facilitate construction activities.

#### Time Commitment for this Project:

50% (preconstruction) | 100% (construction)

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#### Years Experience:

42 years

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#### Licenses, Credentials, Certifications:

A.S. Electrical Engineering Technology, Hartford State Technical College

B.S., Industrial Technology - Electrical Systems, Central Connecticut State University

State of Virginia Master Electrician, License No. 2710039905, 2003

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#### Selected Project Experience:

<b>Hernando County Judicial Center Renovations</b> 19,183-square-foot renovation to an occupied county government building. <i>Brooksville, Florida</i>	\$21,457,116
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<b>Redstone Arsenal Commissary Renovation</b> A 9,200-square-foot renovation to a commissary. <i>Redstone Arsenal, Alabama</i>	\$2,000,0000
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<b>Langley Air Force Base Commissary Renovation</b> A 9,200-square-foot renovation to a commissary. <i>Langley Air Force Base, Virginia</i>	\$2,000,0000
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<b>Fort Lee Commissary Renovation</b> A 9,200-square-foot renovation to a commissary. <i>Fort Lee, Virginia</i>	\$2,000,0000
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<b>TPA Airside A Passenger Boarding Bridge Replacement</b> Replacement of 15 passenger boarding bridges at Airside A at Tampa International Airport <i>Tampa, Florida</i>	\$20,052,119
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Hernando County Judicial Center Renovations  
Brooksville, FL



TPA Airside A Passenger Boarding Bridge Replacement  
Tampa, FL



Langley Air Force Base Commissary Renovation  
Langley Air Force Base, VA



Fort Lee Commissary Renovation  
Fort Lee, VA



## ► 12.2 - Qualifications of the Management Team Members

*Qualifications of other key in-house staff*



**John Begani**

**Director of Preconstruction**

John has more than 40 years of preconstruction experience, comprising almost \$3 billion in completed work, particularly in large government projects. Hernando County will benefit from John's depth of experience, which enables him to deliver tested estimating solutions, inspire dialogue and innovation to provide new ways to deliver the best value to enhance the new Fire Station Prototypes construction experience. He will ensure quality is built in to the documents.

**Time Commitment for this Project:**

50% (preconstruction)

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**Years Experience:**

43 years

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**Licenses, Credentials, Certifications:**

Canton ATC SUNY, Civil Engineering / Construction Technical Engineering

Member of the American Society of Professional Estimators (ASPE)

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**Selected Project Experience:**

**Marco Island Fire Station 50 & EOC** \$12,610,513

24,000-square-foot, two-story fire station and emergency operations center with fuel depot and training tower.

*Marco Island, Florida*

**City of Naples Fire Station 1 & EOC** \$3,040,204

New 22,598-square-foot, two-story fire station and emergency operations center.

*Naples, Florida*

**Pinellas County Jail Infrastructure** \$85,000,000

An addition to the existing jail campus that includes a 3-story precast concrete Infrastructure building to house the new campus kitchen, new laundry as well CEP with all new campus wide chilled water upgrades. Also includes a tilt-wall concrete Facility Maintenance Building.

*Largo, Florida*

**St. Petersburg Justice Center Courts Consolidation** \$11,770,756

Renovation of 40,000 square feet of space on floors 2, 3 and 4 while keeping the active facility operational.

*St. Petersburg, Florida*

**City of Dunedin - New City Hall** \$20,009,885

New two-story, 38,463-square-foot city hall with one story commission chamber.

*Dunedin, Florida*

**Hernando County Judicial Center Renovations** \$21,457,116

19,183-square-foot renovation to an occupied county government building.

*Brooksville, Florida*



**St. Petersburg Justice Center Courts Consolidation**  
St. Petersburg, FL



**Marco Island Fire Station 50 & EOC**  
Marco Island, FL



**Pinellas County Jail Infrastructure**  
Largo, FL



**City of Naples Fire Station 1 & EOC**  
Naples, FL



## ► 12.2 - Qualifications of the Management Team Members

*Qualifications of other key in-house staff*



### Lance Curtis

#### Senior Project Engineer

Lance reviews drawings for constructibility and organizes, administers and coordinates all elements involved in construction labor, materials, equipment, supplies, utilities, technology, methods, and scheduling.

#### **Time Commitment for this Project:**

100% (construction)



### Nick Catando

#### Estimator

Nick assists in specific bid efforts to provide and coordinate specifically assigned areas of estimating services. He assists in the over-all bid strategy that blends all affected trades and ensures no gaps or overlap in project scope, prepares quantity take-offs and bid schedules, analyzes bids, and assists in preconstruction, value engineering, and procurement services.

#### **Time Commitment for this Project:**

50% (preconstruction)

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#### **Years Experience:**

7 years

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#### **Licenses, Credentials, Certifications:**

B.S., Construction Management, University of Florida, Gainesville, Florida 2021

OSHA 30-hour

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#### **Selected Project Experience:**

<b>Hernando County Judicial Center Renovations</b> 19,183-square-foot renovation to an occupied county government building. <i>Brooksville, Florida</i>	\$21,457,116
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<b>St. Petersburg Justice Center Courts Consolidation</b> Renovation of 40,000 square feet of space on floors 2, 3 and 4 while keeping the active facility operational. <i>St. Petersburg, Florida</i>	\$11,770,756
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#### **Years Experience:**

7 years

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#### **Licenses, Credentials, Certifications:**

B.S., Civil Engineering, Temple University, Philadelphia, Pennsylvania, 2017

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#### **Selected Project Experience:**

<b>City of Plant City Utility Maintenance and Solid Waste Department Facility</b> New single-story, 16,399-square-foot facility including including offices, conference rooms, locker rooms, workshops, laundry, and break rooms. <i>Plant City, Florida</i>	\$7,958,670
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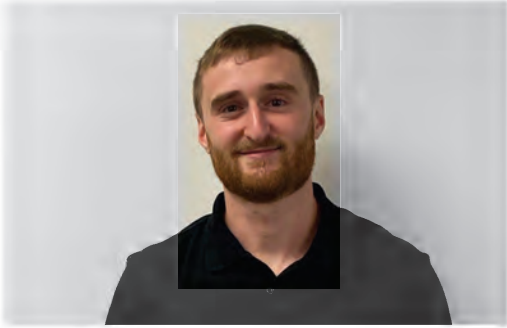
<b>Bradenton Area Convention Center Renovations</b> Renovation of 108,510 square feet including exhibit halls, restrooms, kitchen, ballrooms and sitework. <i>Bradenton, Florida</i>	\$44,500,000
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<b>Doak Campbell Stadium Renovations</b> Seating venue improvements in the football stadium's West and South seating bowl areas. <i>Tallahassee, Florida</i>	\$165,000,000
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## ▶ 12.2 - Qualifications of the Management Team Members

*Qualifications of other key in-house staff*



**Dylan Lifton**

**Project Engineer**

Dylan reviews drawings for constructibility and organizes, administers and coordinates all elements involved in construction labor, materials, equipment, supplies, utilities, technology, methods, and scheduling.

**Time Commitment for this Project:**

100% (construction)

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**Years Experience:**

2 years

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**Licenses, Credentials, Certifications:**

B.S., Civil Engineering, University of South Florida, Tampa, Florida, 2023

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**Selected Project Experience:**

<b>Hernando County Judicial Center Renovations</b>	\$21,457,116
19,183-square-foot renovation to an occupied county government building. <i>Brooksville, Florida</i>	
<b>Vinoy Exterior Improvements Project</b>	\$7,000,000
Exterior improvements to a historic hotel. <i>St. Petersburg, Florida</i>	

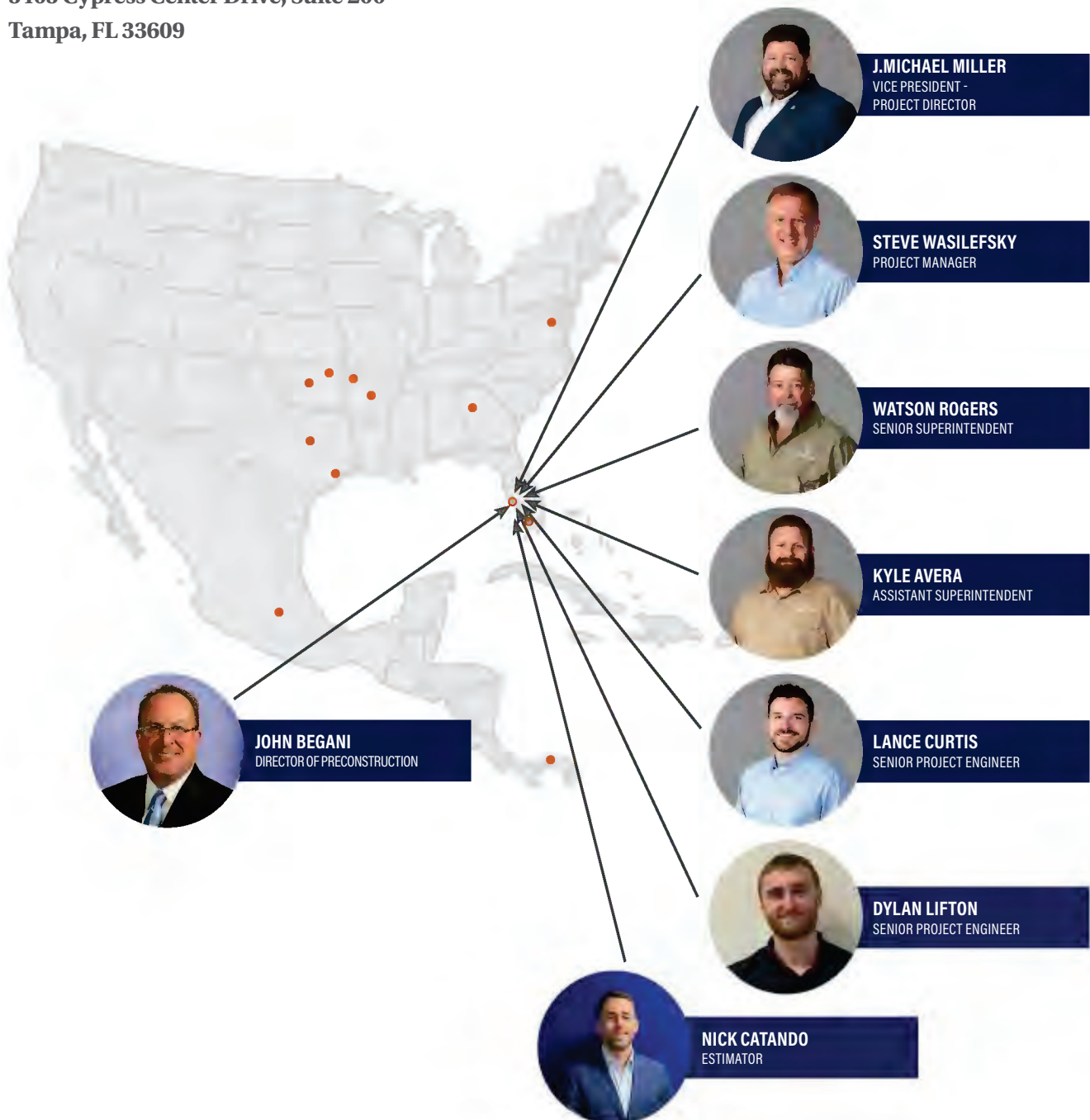
## ► 12.2 - Qualifications of the Management Team Members

**Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFP.**

Manhattan Construction Company has 12 offices through out the United States and Central America with the ability to pull additional resources from these offices for specific project expertise.

All staff proposed for this project work out of our Tampa, Florida office

**5405 Cypress Center Drive, Suite 200  
Tampa, FL 33609**





## ► 12.3 - Project Management Approach

**Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful Construction Management/General Contracting services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).**

### Construction Management / General Contracting Approach

Manhattan views our general contracting work just like our construction management work. Our team looks to deliver on communication, quality and schedule all while working to validate the trust that the County has given us. Our principles include:

1. **Care and Custody:** We must uphold a high standard of professionalism in carrying out the work; execute our policies and procedures with diligence. Deliver the best quality and value.
2. **Integrity:** Our culture is a result of more than 125 years of our belief and practice in our core values which include: safety, excellence, integrity, respect, and client-driven culture. It is the responsibility of all employees and team members to embed these values in their daily behavior and to ensure these values drive our decision and actions every day.
3. **Honesty and Open Disclosure:** We have an obligation to keep all information open and "on the table" allowing the team to make accurate and timely decisions.
4. **Loyalty:** We have an obligation to refrain from acquiring any interest or taking any action, within reason, without open disclosure of material facts and obtaining the County's informed consent. We must function as a team never losing site of the County's goals and objectives.
5. **Duty of Good Faith:** We will carry out our responsibilities in good faith, truthfulness, and integrity with the County's best interest in mind. The members of the Manhattan team are well known for providing the most valuable and thorough pre-construction and construction services in the marketplace. Utilizing our proprietary process / procedures on your projects **will ensure Hernando County receives the highest value at the lowest cost for all of your projects.**



## ► 12.3 - Project Management Approach

### Cost

Manhattan's cost control processes, which start at the very outset of the preconstruction process, will continue to be vital to the project's success as it moves into the construction phase. To maintain positive control of job costs, Manhattan uses the following procedures, among others:

As construction progresses, Manhattan thoroughly reviews subcontractor payment applications to ensure that all billings reflect the actual progress of the work – this protects the Owner as well as all other team members, by making sure that actual cash flow is in line with the funds budgeted at all times.

Manhattan will develop a written Procurement Plan/Strategy for the project. This document will identify long-lead items and outline strategies for ensuring that all materials and equipment arrive at the jobsite when needed, to avoid both delays and cost overruns through proactive planning.

Your project(s) will be substantially "bought out" within 90 days of Notice to Proceed (NTP). This means that the project team will be required to purchase all major subcontracts and material orders and get them under contract within that 90-day window. This helps the project avoid the negative impact of material price escalations or other adverse market conditions by locking in pricing at the outset of the project.

**Value Management** – Our project team and subcontractors can offer suggestions for value management alternates that can meet design intent at a reduced cost. We utilize our Value Management Tracker which summarizes the intent of the Value Management item and appropriate cost information. The item is then reviewed with the design team and Hernando County to determine if it is an item that makes sense to move forward with. We utilize our tracking spreadsheet to keep status current of Accepted, Pending and Declined items so that Hernando County will always know where we are with regards to Value Management and Overall Budget. It is important to note that the process of value management does not end upon starting construction. As the project progresses, our trades are encouraged to suggest opportunities in methodology and/or material alternates that would benefit the cost/schedule and value objectives of the project.



Every decision that is made in the development of a project is fueled by the monetary resources available. Manhattan has success in managing Owner, Client, Design and Engineering resources through collaboration and our Builder-Driven Preconstruction processes.



## ► 12.3 - Project Management Approach

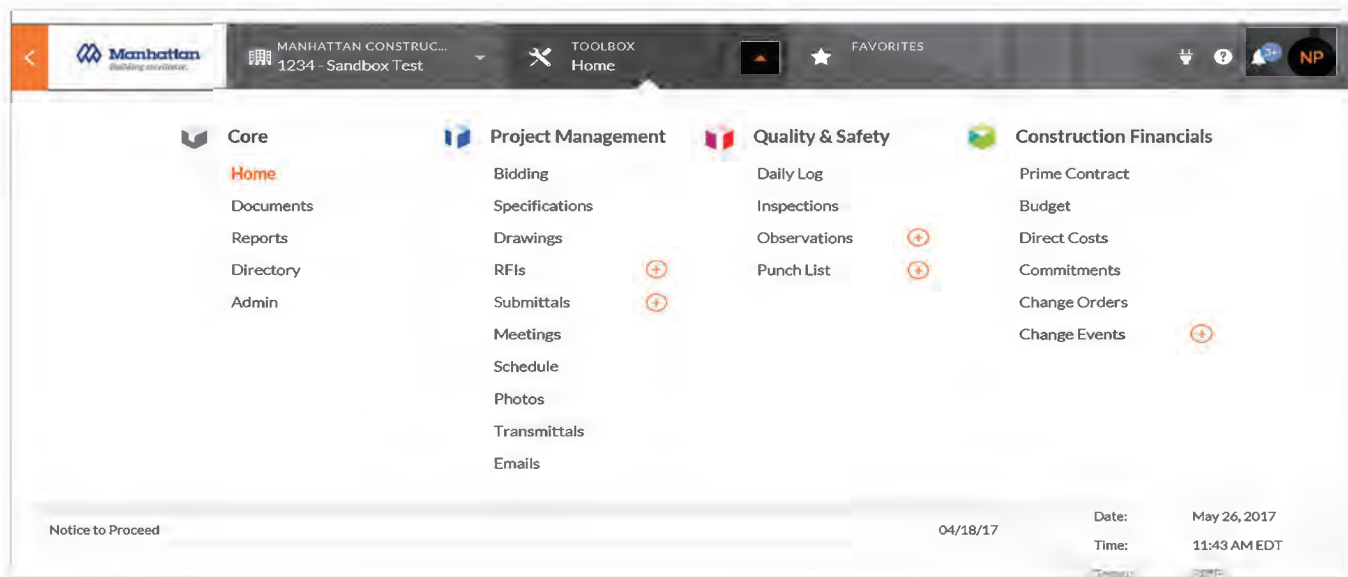
**Efficient scheduling** – In addition to shortening the overall duration of your project and lowering the cost of the project, Manhattan schedules and coordinates the work of our subcontractors in an efficient manner, thereby allowing them to execute their work profitably, with a minimum of disruption or out-of-sequence work. For example, we have detailed coordination meetings with the MEPF (Mechanical, Electrical, Plumbing, and Fire Protection) trades at the beginning of each phase of work (overhead, in-ceiling work, for example), to ensure that the work flows smoothly and there is minimal re-work or out-of-sequence work.

Our policy requires a detailed, line-by-line budget review once a month, at a minimum. For each pay item, cost-to-date and projected final cost is compared to budgeted cost. Should any particular line item show any indication of being over-spent, the reason for the overrun will be identified and steps implemented to remedy the situation at the earliest possible opportunity.

**Reporting** - Comprehensive reporting is also vital to ensure that the project stays within the bounds of the initial budget. Each month during construction, Manhattan compiles and submits a comprehensive project update. Along with information regarding schedule and quality control, this “Executive Report” also includes a Project Cost Report that outlines where the project stands in terms of cost and budget.

Manhattan utilizes Procore project management software to track and monitor the budget in real time allowing up-to-date cost reporting and forecasting at any time during the project.

**Close Out** - Timely and accurate close-out of a project begins at the start of construction. In the final stages of the project, Manhattan will work with County staff to finalize accounts, and will make recommendations regarding final payment for all subcontractors. Our ultimate goal is a successful project for all team members, which means that Manhattan will be responsible for helping to facilitate a quick and efficient final accounting and close-out procedure.



Procore's dropdown menu is intuitive and easy to use.

## ▶ 12.3 - Project Management Approach

### Cost Control Examples

#### FGCU Holmes Hall - Engineering Building - Fort Myers, FL



The Engineering Building at FGCU had quite a lengthy preconstruction period due to budget constraints imposed upon the project. Value Engineering during the Design Development Phase extended to working with FGCU and the project Architect to develop budgets for two distinctly different buildings from the final product you see today such as 1) a four-story version with the 4th floor shelled out at \$16,037,650 and 2) a three-story version at \$14,283,890.

Value Engineering during the GMP Development Phase for the Engineering Building further included the items listed below:

- Utilize two coat kynar finish on exterior windows - **savings \$11,000**
- Use PVC pipe for underground sanitary - **savings \$10,650**
- Use CPVC piping for domestic water in lieu of copper - **savings \$83,900 (not used)**
- Use fixed marker boards in lieu of movable in lecture hall - savings \$25,500 (not used)

One example of the Value Engineering during Construction was the suggestion to eliminate the prime painting of all enclosed structural steel components. This was agreed to by the Engineer and **saved the project \$16,280**.

Another example was a change in the supplier and design of the mansard roof trusses which generated a **savings of \$45,500** to the project.

#### Robert L. Taylor Community Complex - Sarasota, FL



The project had several budget challenges due to existing unknown site conditions. Removal of the unsuitable soils on-site accounted for about \$1,310,000. Additionally, owners added the pool and playground/park scope to our project after the project started - worth \$770,000. We successfully value engineered the roofing, locker room finishes, locker style, landscaping and pool size/shape to reduce project cost to meet budget without sacrificing design intent or quality.



## ▶ 12.3 - Project Management Approach

### Scheduling

Manhattan takes schedules seriously and we are proud of our track record of completing projects on or ahead of schedule, as you will see on some of the projects outlined in this proposal. We are accustomed to working off-hours, multiple shifts, and weekend work in order to meet owners' deadlines.

Manhattan will use the Phoenix and P6 scheduling software to develop a schedule in sufficient detail to be a useful tool for daily management of the project. The schedule will allocate work responsibilities and set deadlines for the project. For portions of the work, we develop detailed daily/weekly schedules to clearly delineate the sequence of work.

It will be our responsibility to develop the project schedule and will also maintain the schedule to ensure on-time delivery of each phase and to bring the overall project in on time. The Project Manager will be responsible for the development and maintenance of the project schedule.

We will develop the schedule with enough detail to allow for the Fire Station project to occur in a safe, organized manner. The tight work schedule and possible phases will require constant monitoring and communication between all parties involved and the ability to move materials and labor in and out of the area in an efficient manner. We have worked tight schedules in the past with our local vendors and subcontractors who are very familiar with our scheduling procedures and management. We understand that this project may not be at a normal pace; by using local businesses we can mobilize quickly to perform the production activities necessitated by scheduled events. We can draw on our large local workforce to handle any extra duties as they might arise. Our experienced construction team knows what activities are critical to the successful completion this project and will focus the schedule on those items such as foundations, structure, MEP installation, and finishes. Each one of these activities will be defined with appropriate detail in order to manage the trade subcontractors effectively.

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## CLIENT TESTIMONIAL



"The renovation of our Event Level Club was a \$2M construction job. We tasked Manhattan to **complete this 11,000 s.f. renovation with only 80 days of work time**. This was an extremely short construction schedule due to Amalie Arena being one of the top five busiest arenas in North America, and that the space was our only entry/exit/ ADA access to floor events. **Manhattan successfully navigated the entire process keeping a clean, usable space for us throughout the renovation.**"

Michael O'Donnell  
Senior Facilities Manager  
Tampa Bay Lightning



## ▶ 12.3 - Project Management Approach

Manhattan's customer service philosophy is to provide **Building Excellence** and custom project solutions for every project that we work on.

### Schedule Control Examples

#### **Pasco County Technology Center - Dade City, FL**



Change orders were incorporated as line items into the master schedule as they were approved. This helped keep the 96 official design document changes (\$1.2 million worth) visible to all concerned parties as related to schedule. Schedule related impacts can become very contentious with construction teams.

#### **Amalie Arena Event Level Club Renovation - Tampa, FL**



Amalie Arena hosts more than 150 events every year and annually ranks among the top venues in North America. These events didn't stop during construction of the extremely fast-paced Lexus Lounge renovation.

The tight schedule on this project was mitigated by working closely and by developing trust with Gould Evans, our architect partner who gave Manhattan some leeway in the field on some design details. That is, we discussed their design intent and their look enough to where they trusted us to make some changes in the field where we needed too for constructability and expediting installation times without loss of quality. Specifically, this was done with the installation of the unique ceiling feature to work with existing conditions.

Materials were also prefabricated off site. In particular, Curry Cabinetry pre-fabricated some of the complex mitered projection walls instead of in-place fabrication and then installed the prefabricated portions.

## ▶ 12.3 - Project Management Approach

### Quality Control

Our Quality Control Plan is designed to ensure quality in the finished product by promoting a constant awareness of the high-quality standards expected by Hernando County. Our plan encompasses the entire process from preconstruction through construction, project closeout, and post-construction services.

Specific goals are to:

- Emphasize the importance of quality work.
- Stress the concept that quality is best achieved during initial fabrication and/or installation of the work. **“Do it Right the First Time.”**
- Enhance the exchange of technical and other information about quality throughout the entire project organization.
- Eliminate non-compliant work requiring rework or replacement.
- Seek the involvement and cooperation from all levels of the project team.

Our Quality Control Plan fully complies with all contractual requirements. It includes organization, inspections, testing, meetings, reporting and submittals (including certifications and other documentation) necessary to provide materials, equipment, workmanship, fabrication, construction, and operations that comply with the quality standards of all projects.

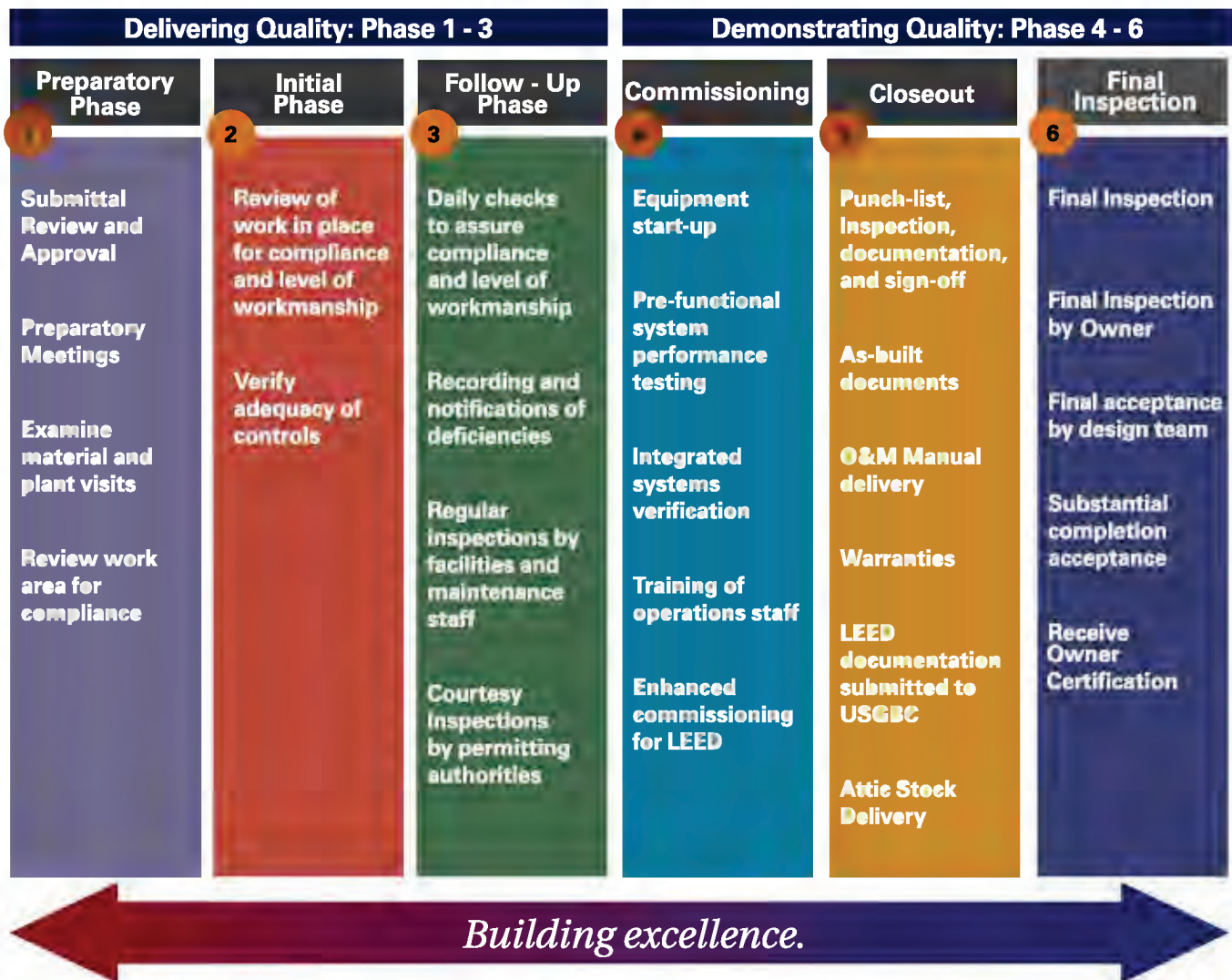
The plan applies to aspects of the work both onsite and off site. Its primary focus is on the early identification and resolution of potential problems before they affect the project. It includes specific preventive measures and formal inspections before the start of each work activity. Preventive measures begin at the onset of the project and continue through all phases. They include design reviews, identification of standards, mockups, RFI's, submittals, document control, preconstruction meetings, and other trade specific measures.



The Manhattan team believes that mock-ups are one of the best quality control tools available for construction work. Mock-ups, used in conjunction with the three-phase quality control system, allow tradesmen to be exposed to the actual field conditions and environment that will occur throughout that feature of work. Only after the correct levels of quality have been achieved on a mock-up will production work be allowed to begin for that trade.

## ► 12.3 - Project Management Approach

**Quality Inspection Process** - Manhattan will use a three-phased Quality Control (QC) inspection process. This process incorporates the Preparatory, Initial, and Follow-Up Inspection phases. These three phases are scheduled, conducted, and documented by the quality control manager(s)/superintendent(s), MEP and low voltage quality control superintendent, project engineer, and trade subcontractors. Each distinct trade activity/task that requires separate control procedures will be assigned as a defined feature of work. The Quality Process Log (QPL) for tracking the defined features of work will be included in the formal QC plan.



## ► 12.3 - Project Management Approach

### Quality Control Examples

#### **Pasco County Technology Center - Dade City, FL**



This project also used material and constructability mock ups including window sealing and tilt wall finish. The mock up of the window sealing enabled Manhattan to test the design and constructability of the drawing details to ensure the functionality was appropriate for the application. Building envelope and water intrusion issues are of high importance for all of Manhattan's construction projects and the Pasco County Technology Center was no exception. We had to ensure the design and installation was effective, which a mock up allows us to do without having to re-do already installed work, which costs the project time and money. It also enabled the trades to practice the installation prior to repeating this installation multiple times.

The mock up of the tilt wall finish was imperative to the project's success as it allowed a consistent expectation to be established. The finished mock up was able to be reviewed, tweaked, and approved by all interested parties before the entire building's exterior finishes commenced. Identifying clear expectations of design components that are often interpreted differently depending on the human eye, is a quality control, schedule and cost saver.

#### **Robert L. Taylor Community Complex - Sarasota, FL**



As a first of its kind partnership between the local community, the city, local workforce agency and technical institute to provide jobsite training. Although we were training a lot of local community workers to participate on this project, we did not compromise quality on the project. We understood the need to inspect the work more vigorously and spend more time training and coaching workers as they performed their tasks. We held on-site training for craftsmen and managers to ensure that they understood how the complete wall systems

and how they were designed to work. Similar actions were taken to ensure that the windows, roofing and the building foundation/structure were of the highest quality.

We had preconstruction meetings, pre-installation meetings and performed first work reviews to ensure that the desired quality was built in by every craftsmen. We worked very closely with the designers via our web-based project management software to study potential coordination issues and work toward the best solutions. This saved countless hours of driving as well as hours of reviewing, transmitting details, and working to a final resolution to the coordination issue using traditional means and methods.

## ▶ 12.3 - Project Management Approach

*Sample Progress Report*



▶ FGCU AB9 – The Water School  
10501 FGCU Blvd. South  
Ft. Myers, Florida 33965

### June 2021 - Monthly Progress Report No.: 13

*Monthly Progress Report –FGCU AB9 – The Water School*

*June 2021*



#### Cover Letter

#### 1 Executive Summary

#### 2 Preconstruction Status

Document deliverable status  
Buyout status

#### 3 Financial Analysis

Monthly billing  
Cash flow forecast  
Contingency Tracking  
Direct Owner Purchases-DPO

#### 4 Construction Schedule

Schedule narrative  
Schedule update

#### 5 Change Order Log

PCCO Log

#### 6 Requests for Information (RFIs)

RFI log  
RFI Question and Answer Log May 2021

#### 7 Submittal Log

Submittal package summary log

#### 8 LEED

#### 9 Construction Photos

Progress photos

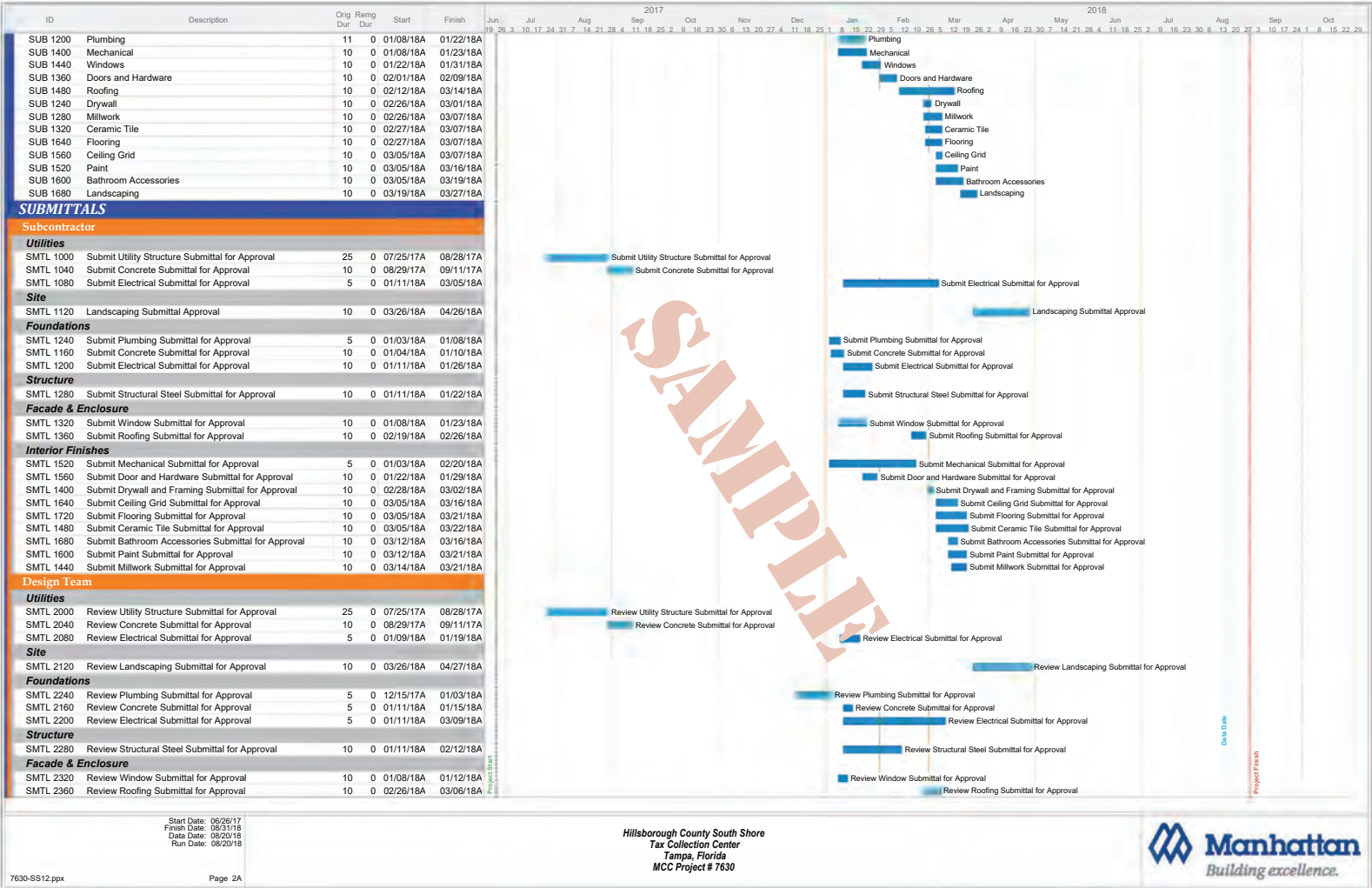
### Sample Schedule Excerpt





## 12.3 - Project Management Approach


Sample Schedule Excerpt





## 12.3 - Project Management Approach

Sample Estimate



SECTION 1

Project:  
Estimate No:  
Date:


South Shore Service Center HCTC  
TAM\_17\_18  
January 19, 2018

Line	Spec Section	Item	Revised GMP	TAX COLLECTOR REQUESTED ITEMS	NOTES
1	01530	TEMPORARY CONSTRUCTION	\$27,071		
2		HOISTING	\$0		
3	01650	CPM SCHEDULE	\$0		
4	01451	MATERIAL TESTING ALLOWANCE	\$6,000		
5		CLEARING OF SITE	\$0		
6	02200	SITE GRADING	\$938,608	\$ 15,686.00	Pending change order which includes 1. Add of \$27,126 for additional Sitework beyond budgeted amount prior to 8/8/17 permit drawings and 2. credit of \$12,659 from Cypress for Placing add'l Fill. (Does not include the 18K refund to Tax collector from outside source for Sanitary work)
7	01550	TEMPORARY ROAD	\$0		
8	01560	TEMPORARY FENCING	\$10,290		
9	01701	SURVEYING & LAYOUT	\$2,500		
10		TERMITE TREATMENT	\$0		
11		EROSION CONTROL	\$0		
12		SITE UTILITIES	\$0		
13		Site Drainage	\$0		
14		Sanitary Sewers	\$0		
15		Domestic water	\$0		
16		Fire Lines	\$0		
17		ASPHALT PAVING	\$0		
18		CURB & GUTTERS	\$0		
19		SIDEWALKS	\$0		
20		FENCES	\$0		
21	02900	LANDSCAPING ALLOWANCE	\$100,000		
22	03470	TILT-UP CONSTRUCTION	\$302,486	\$ 4,120.00	Concrete Patio outside of Break Room
23		CONCRETE FOUNDATIONS	\$0		
24		CONCRETE SLABS	\$0		
25		MISC CONCRETE	\$0		
26		EMBEDDED ITEMS	\$0		
27	05100	STRUCTURAL METALS	\$136,343		
28		COLD-FORMED METAL FRAMING	\$0		
29		METAL FABRICATIONS	\$0		
30		ROUGH CARPENTRY	\$0		
31	06410	MILLWORK	\$44,875		All Countertops are provided as P-LAM per VE Item #5. The only exception shall be the Front Counter Top, which shall be solid surface material. The rear counter top will be P-LAM.
32		INSULATION	\$0		
33	07500	ROOFING & ROOF INSULATION	\$113,244		
34		FLASHING & SHEET METAL	\$0		
35		ROOF ACCESSORIES	\$0		
36	07900	CAULKING & SEALANTS	\$5,000		
37	08100	METAL DOORS AND FRAMES (W/42)	\$0		
38	08200	WOOD & PLASTIC DOORS (W/42)	\$0		
39	08460	AUTOMATIC DOORS (W/41)	\$0		
40		ACCESS DOORS	\$0		
41	08500	METAL WINDOWS	\$66,807		
42	08710	FINISH HARDWARE	\$42,245	\$ 5,286.00	Doors, Frames, HW, and Drywall header needed - CLOSE IN TESTING AREA
43	08800	GLASS & GLAZING (W/41)	\$0		
44	09200	LATH & PLASTERING	\$6,000		



## ► 12.3 - Project Management Approach

Sample Estimate



SECTION 1

Project:

Estimate No:

Date:

South Shore Service Center HCTC

TAM\_17\_18

January 19, 2018

Line	Spec Section	Item	Revised GMP	TAX COLLECTOR REQUESTED ITEMS	NOTES
45	09250	GYPSUM DRYWALL	\$126,690		
46		CERAMIC TILE	\$0		
47	09510	ACOUSTICAL CEILINGS	\$33,400		
48	09650	RESILIENT FLOORING	\$49,990	\$ 13,158.00	PROVIDE PORCELAIN FLOOR TILE and TILE BASE IN RESTROOMS 101, 102, 126, & 130
49	09680	CARPET	\$0		
50	09910	PAINTING & WALL COVERING	\$39,107		
51	10160	TOILET PARTITIONS/ACCESSORIES	\$17,280		
52		COMPARTMENTS AND CUBICLES	\$0		BY OWNER
53		LOUVERS AND GRILLES	\$0		
54	10350	FLAGPOLES	\$0		
55		IDENTIFYING DEVICES/SIGNS	\$0		BY OWNER
56		LOCKERS AND BENCHES	\$0		BY OWNER
57	10520	FIRE EXTINGUISHERS & CABINETS (W/51)	\$0		
58	10810	TOILET AND BATH ACCESSORIES (W/51)	\$0		
59		VENDING EQUIPMENT	\$0		BY OWNER
60		AUDIO-VISUAL EQUIPMENT	\$0		BY OWNER
61	11435	SIGNAGE	\$2,390		BY OWNER
62		APPLIANCES	\$0		BY OWNER
63		WINDOW TREATMENT	\$0		BY OWNER
64		SYSTEMS FURNITURE	\$0		BY OWNER
65		MULTIPLE SEATING	\$0		BY OWNER
66		FIRE PROTECTION SYSTEMS	\$0		
67	15400	MECHANICAL SYSTEMS	\$0		
68	15700	PLUMBING	\$67,850		CPVC is included for domestic water mains in lieu of copper.
69	16000	HVAC	\$158,873		
70		ELECTRICAL SYSTEMS & EQUIPMENT	\$210,968		
71		COMMUNICATIONS ALLOWANCE			1. Low Voltage Wiring is included in Division 26 for Fire Alarm and Lighting Control only 2. An allowance for \$39,500 is included for all other low voltage wiring (Data, Phone, Security, Access Control, and CCTV). 3. The cost for a wireless access point system is not included.
72			\$39,500		
73	01310	GENERAL CONDITIONS	\$222,631		
74	18000	ARCHITECTURAL DESIGN FEE	\$84,444		
75	18000	CIVIL DESIGN FEE & REIMBURSABLES	\$60,000		
76	18000	STRUCTURAL DESIGN FEE	\$9,000		
77	18000	MEP DESIGN FEE	\$25,000		
78					
79	Rates	<b>SUBTOTALS</b>	\$2,948,592		
80	1.100%	General Liability	\$27,570		
81		Builder's Risk	\$3,778		
82		Owner's Protective	NIC		
83	1.50%	Subcontractor Default Insurance (SDI)	NA		
84		Building Permit Allowance	\$7,800		
85					
86		<b>SUBTOTAL</b>	\$2,987,740		
87		CM Contingency	N/A		



## 12.3 - Project Management Approach

Sample Estimate

		<b>SECTION 1</b>			
		Project:	<b>South Shore Service Center HCTC</b>		
		Estimate No:	<b>TAM_17_18</b>		
		Date:	<b>January 19, 2018</b>		
Line	Spec Section	Item	Revised GMP	TAX COLLECTOR REQUESTED ITEMS	NOTES
86		Escalation	N/A		
87		<b>SUBTOTAL</b>	\$2,987,740		
88		GC Bond	\$28,432		
89		<b>TOTAL COST OF WORK</b>	\$3,016,172		
90	6.00%	CM Fee	\$116,525		CM FEE REDUCED
<b>TOTAL GMP</b>			<b>\$3,132,697</b>		

### Clarifications

- 1 Millwork work stations are not included; it is understood that the HCTC will provide systems furniture for the work stations.
- 2 The cost for a generator, conduit and wiring associated with the generator, automatic transfer switch or manual transfer switch for a portable generator is not included.
- 3 The cost to inspect, repair and recommission the existing generator is not included.
- 4 Allowances are inclusive of material, labor, equipment and taxes.

X \_\_\_\_\_ X \_\_\_\_\_

Manhattan Construction PRINT NAME / DATE

X \_\_\_\_\_ X \_\_\_\_\_

Hillsborough County Tax Collector PRINT NAME / DATE



## 12.3 - Project Management Approach

Sample Value Engineering / Management Log

### SECTION 2




Value Engineering List						
Item #	TRADE	SUB	Item	Value	Not Accepted	Alternate
1	Sitework	Cypress	Eliminate all Wheel Stops		\$ 11,858.00	
4	Concrete	Acclaim	Remove Concrete Patio (23' X 10') outside Break Room	NO VE (Add Alternate)		
5	Millwork	Marcos	Replace Quartz Counters with P-Lam	\$ 4,625.00		
6	Roof	Allied	Provide 2-Ply Modified Bit Roof ILO 3-ply, (2 Ply Mod Bit provided at E.Hills, single Ply TPO provided at	\$ 13,390.00		
7	Roof	Allied	Delete Parapet Copings and TPO wall Flashings. (Terminate base flashings +/- 8" above surface of roof and install a surface mounted counterflashing	\$ 10,020.00		
8	Roof	Allied	Furnish Bilco S-20 (2'6" X 3'0") Roof Hatch ILO NB-20. (S-20 similar to E. Hills.)	\$ 470.00		
9	Roof	Allied	Utilize 24 gauge Prefinished Steel (Standard Kynar Color) ILO .040 Prefinished Aluminum for eave drips, gutters and downspouts	\$ 610.00		
10	Roof	Allied	Provide for R-20 ILO R-24 insulation (R-20 similar to E. Hills)	\$ 2,710.00		
11	Glass/Storefront	Countryside	Use YKK-AP YH550FI in lieu of YKK-AP YH550TU Storefront System	\$ 4,750.00		
12	Glass/Storefront	Countryside	Use PPG Solarban 70XL Low-e glazing in lieu of PPG Solarban 67	\$ 2,674.00		
13	Glass/Storefront	Countryside	Use 1/4" tempered glass in lieu of 1/2" tempered on all interior glass where specified	\$ 1,365.00		
14	Doors/Hardware	HMS	Utilize HW Locksets to be provided as Schlage Saturn in lieu of Addendum #2	\$ 19,685.00		
15	Framing/Drywall	Mr. Price	Change Framing for C1 and C2 exterior walls from 18Ga to 20Ga.	\$ 8,000.00		
16	Ceilings	Lotspiech/Hanlon	Change Ceiling MFR from Rockfon to USG. Change all 2X6 to 2X2 Ceilings	\$ 16,550.00		
17	Soft Flooring	Tamerlane	Utilize Alternate Flooring Package from Tamerlane in lieu of Permit Documents Dated 10/27/17	\$ 41,290.00		
18	Signage	Creative	Delete Lettering from front of Portico (incorporate in Concrete Panel)	\$ 2,100.00		
19	HVAC	Bayside Mechanical	Remove Ducted Return. Provide Plenum Return.		\$ 8,065.00	
20	Electrical	Florida Electrical	Delete Inverter for entry Lighting	\$ 1,837.00		
21	Electrical	Florida Electrical	Aluminum Bus in lieu of Copper	\$ 1,207.00		
22	Electrical	Florida Electrical	Site Conduit by to closest Property Line (approx 100LF) - Owner to provide balance of distance for Frontier.		\$ 9,495.00	
22ALT	Electrical	Florida Electrical	Site Conduit and boxes for Frontier by MCF in lieu of Florida Electrical	\$ 4,500.00		
23	Electrical	Florida Electrical	Change F3/F4 fixtures to F1/F2 fixtures in Lobby and conference room	\$ 6,711.00		
24	Electrical	Florida Electrical	Remove (2) Kiosk Floor boxes and associated 2" PVC conduit		\$ 2,593.00	
25	Electrical	Florida Electrical	Utilize alternate method to meet Dimming/Daylighting Code by using Occupancy Sensors in lieu of Dimming Control*	\$ 4,000.00		
TOTAL				\$ 146,494.00	\$ 32,011.00	

5



## 12.3 - Project Management Approach

Sample Change Order Log



Manhattan

Building excellence.

Owner Change Log

Change Order Log Detail

Project # 3959

Azure of Palm Coast Assisted Living & Memory Care

- Shading identifies CE budget allocation

\* indicates multiple alloc codes

CE	Initated Date	Description	Out of Scope	Reason	Approx Amount	Proposed Amount	AR No.	AR Status	AR Sent	AR Expires	Approved Amount	PCCO No	Executed Date
001	01/28/20	Natural Gas Generator Cost	■		11,659	11,660					0		
002	01/28/20	Generator Wall Option 1 - Added Masonry Wall with Cap	■		34,680	34,681					0		
003	01/28/20	Generator Wall Option 2 - Added Masonry Wall with Cap With Wall Adjustments	□		37,329	37,329					0		
004	01/28/20	Generator Wall Option 3 - Revised Masonry Wall and Cap With Roadway Adjustments	■		15,603	15,603	001	Pending	02/14/20	02/21/20	0		
008	04/07/20	ASI-002	■		43,400	43,400	007	Pending	04/10/20	04/17/20	0		
009	04/07/20	Bulletin 001	■	Architect Directive	4,081	4,081	008	Pending	04/10/20	04/17/20	0		
012	04/07/20	ASI - 005	■	Architect Directive	12,155	12,155	009	Pending	04/10/20	04/17/20	0		
014	04/08/20	Acceleration Premium For Plumber and Mason	■	Field Condition	9,993	9,993	002	In Progress	04/10/20	04/17/20	0		
015	04/10/20	Elevator Waterproofing	■	Field Condition	1,389	1,389	010	In Progress	04/10/20	04/17/20	0		
016	04/22/20	Keyless Resident Locksets	■	Owner Directive	33,748	33,748					0		
VM-E001	01/01/20	Altenate Light Fixture Package equal to the Specified Fixtures	■	Value Management	500,945	0					0		
VM-E002	01/01/20	Change Lightning Protection to Aluminum	■	Value Management	10,773	0					0		
VM-E003	01/01/20	Change Natural Gas Generator to Diesel (96-hour run time)	■	Value Management	21,546	21,546					0		
VM-E004	01/01/20	Eliminate Lighting Control System	■	Value Management	43,092	0					0		
VM-EXT001	01/01/20	Delete 50% Decorative Painted Wood Brakets **	■	Value Management	8,063	0					0		

Prolog Manager

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MCC

Page 1 of 4



## ▶ 12.3 - Project Management Approach

**Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the Hernando County Board of County Commissioners subcontracting CM/GC construction work is in the Hernando County Board of County Commissioners best interest in terms of price competition. The Hernando County Board of County Commissioners may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.**

With the exception of division 1, Manhattan Construction typically subcontracts out all work.

We have at our disposal the expertise of our sister companies, Spectrum Contracting and SafeZone LLC, who, along with Manhattan Construction Company, fall under the Manhattan Construction Group umbrella.

**SPECTRUM** Founded in Florida in 1993 as a painting and waterproofing contractor, Spectrum Contracting, Inc. has grown to become one of Florida's leading specialty contractors.  
CONTRACTING, INC.

Devoted to protecting commercial, institutional and multi-family properties along Florida's coastline, Spectrum has diversified its services to include:

- Waterproofing / Joint Sealants
- Reconstruction Management / Hurricane Repairs
- Concrete Restoration / Structural Strengthening
- Specialty Coatings /Painting
- Fireproofing

The people who make up the Spectrum team are the company's most valued resource. The Spectrum team consists of over four hundred local employees who understand, and are committed to Spectrum's mission.



### **Glass and Aluminum**

At Safezone LLC, their goals are simple — quality workmanship, timely installation, attention to detail, and satisfied customers. Their areas of specialty include all phases of commercial glass and aluminum work (new construction and restoration), which includes, but is not limited to: Windows and Doors, Commercial

Glass Assemblies, Decorative Railings and Gates, and Screen Enclosures. How a building looks affords the all-important first impression. How it performs and protects is the real test of quality. Safezone is dedicated to providing the highest quality glass and aluminum products while meeting Florida's strict building codes. Superior quality, established relationships in the industry, expertise and know-how, financial stability, competitive pricing, and commitment continue to make them a leader in the industry. From framing and installation of windows and doors to screen enclosures and decorative and safety railings and gates — Safezone is your glass and aluminum expert.



## ► 12.4 - Prior Project Experience / Success



### Marco Island Fire Station 50 & EOC

Marco Island, Florida

Marco Island Fire Station 50 (FS50) is the City's newest dual-purpose, cutting-edge fire station that serves the staff and residents of Marco Island, FL. The facility is designed and constructed to act as the primary fire station for the island as well serve as the island's Emergency Operation Center during natural and man-made disasters. Fire Station 50 is a 24,000-square-foot, two-story facility with a three-story training tower. The facility consists of living quarters, a fitness room, backup generator, chiller, emergency operations center, patio, and the site includes 208 parking spaces. The building has a modern look with plenty of large glass window openings that are aesthetically pleasing and allow for natural light penetration.

#### Owner Contact:

City of Marco Island  
Miguel Carballo  
50 Bald Eagle Dr.  
Marco Island, FL 34145  
(239) 389-5058  
MCarballo@cityofmarcoisland.com

#### Project Team:

Project Manager: Bill Bonner  
Superintendent: Gary Dick  
Asst. Superintendent: Erick Corzo  
Director of Precon. - John Begani

#### Project Cost:

\$11,265,090

#### Project Dates:

Start: 07/30/2021  
Substantial: 04/24/2023  
Final: 04/24/2023

#### Project Size:

24,000 sf

## ► 12.4 - Prior Project Experience / Success



### Marco Island Fire Station 50 & EOC (*cont'd*)

**Timeliness:** Our Manhattan team consistently prioritized effective communication to promote and uphold the highest standards of schedule control and assurance throughout the project. Regular meetings and transparent communication channels served as the cornerstone of our approach, fostering collaboration and alignment on schedule objectives among owners, subcontractors, and the entire project team. Regular meetings provided opportunities for stakeholders to voice concerns, share insights, and collaborate on solutions. Transparent communication channels facilitated the exchange of information and feedback, enabling timely adjustments and enhancements to maintain the agreed upon schedule.



**Budget Considerations:** TBD.

**Quality:** One initiative that left a profound impact on the quality of our project was the implementation of comprehensive training programs tailored for all project stakeholders. Through targeted training sessions and workshops focused on quality management and best practices, we equipped team members with the necessary skills and insights to proactively address potential issues. Notably, we hosted several training sessions specifically related to the Chilled Water Mechanical system, recognizing the City of Marco's unfamiliarity with such systems. These sessions not only enhanced our team's expertise but also bolstered the City of Marco Island's ability to maintain these systems.

Furthermore, our close collaboration with owners, third parties, and manufacturers played a pivotal role in

## ► 12.4 - Prior Project Experience / Success



### Marco Island Fire Station 50 & EOC (*cont'd*)

ensuring excellence in quality. Engaging in informed discussions and leveraging the expertise of external partners facilitated swift decision-making and resolution of quality-related challenges. For instance, when confronted with the task of relocating a critical fiber optic line servicing 911 services, strategic planning with our trade partners ensured a seamless transition, preserving uninterrupted access for citizens while minimizing disruptions to construction activities.

Another notable example of subcontractor excellence was evident in their careful attention to detail during the installation of apparatus bay doors. With stringent requirements for vertical tolerance (just an 1/8 of an inch), subcontractors utilized laser verification multiple times to ensure precise alignment, meeting the required tolerances without compromise. This level of precision emphasized their commitment to delivering excellence and ensuring operational efficiency.

**Services Disruptions:** The project site was located on the four-acre main government campus for the City of Marco Island. The job site was less than 150 feet from City Hall and less than 50 feet from the Marco Island Police Department Headquarters and the temporary firestation. The government campus is also situated at one of the busiest intersections on the island. Careful planning and close coordination with city staff and all first responders resulted in zero interruptions to the ongoing functions of the government campus.

**Project Acceptability:** The two-story structure included precast hollow core plank slabs for the second floor and precast concrete stairs. Due to the congested nature of the site with limited staging and laydown area, these materials were stored at an offsite location. Deliveries were coordinated with the city to avoid any disruption to traffic. Materials were picked directly from the truck and set in place one truck at a time. The result was the safe placement of all slabs and stairs while avoiding any disruption to traffic and the government campus operations.



## ► 12.4 - Prior Project Experience / Success



### Marco Island Fire Station 50 & EOC (*cont'd*)

**Compliance:** Before construction could begin, the existing fire station had to be demolished. Due to the age and condition of the building, special assessment of hazardous chemicals, materials and mold was required. Special coordination with the city and first responders resulted in zero disruption to the government campus activities.



## ► 12.4 - Prior Project Experience / Success



### Hernando County Judicial Center Renovation

Brooksville, Florida

The Hernando County Judicial Center Renovation encompasses demolishing the current exterior plaza, monumental stairways, and bridge, along with a new 1,356 square-foot, ADA-accessible entry lobby featuring an exterior entry canopy. Additionally, Manhattan is renovating the first-floor judicial wing, converting a substantial 6,220 square feet of office space into a state-of-the-art courtroom and judicial chambers. The second-floor judicial wing is also being renovated, transforming a generous 11,607 square feet of office area into five courtrooms, in-custody holding units, and associated judge's chambers. As part of a comprehensive approach, Manhattan is installing a new in-custody elevator in the holding area on all floors, while the existing elevator in this area will be converted into a secure judge's use-only elevator. Repurposing administrative space into courtrooms and integrating a new inmate elevator within the building

#### Owner Contact:

Hernando County  
Erik van de Boogaard  
1525 E. Jefferson Street  
Brooksville, FL 34601  
(352) 651-8265  
EVanDeBoogaard@co.hernando.fl.us

#### Project Team:

Project Director: J. Michael Miller  
Project Manager: Steve Wasilefsky  
Project Engineer: Lance Curtis  
Project Engineer: Dylan Lifton  
Senior Superintendent: Watson Rogers

#### Project Cost:

\$21,457,116

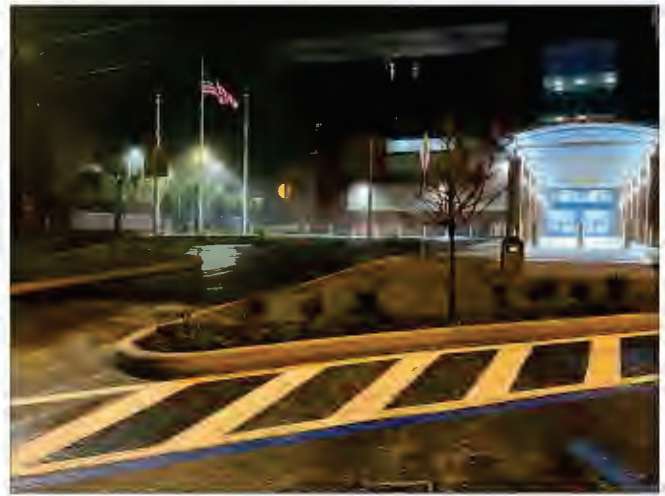
#### Project Dates:

Start: 10/02/2022  
Substantial: 05/17/2024  
Final: 06/30/2024

#### Project Size:

19,183 sf

## ► 12.4 - Prior Project Experience / Success



### Hernando County Judicial Center Renovation (*cont'd*)

structure poses significant challenges. These involve reshoring the existing structure, removing the floor deck, and reworking the floor structure. Moreover, the project entails constructing a new handicap-accessible secure entrance adorned with ballistic-rated glazing. Despite these obstacles, the benefits of Manhattan's efforts will substantially enhance accessibility, facilitate an increased judicial capacity, bolster security measures, and bring about functional upgrades, ultimately resulting in a more inclusive, efficient, secure, and equipped courthouse to meet the justice system's demands.

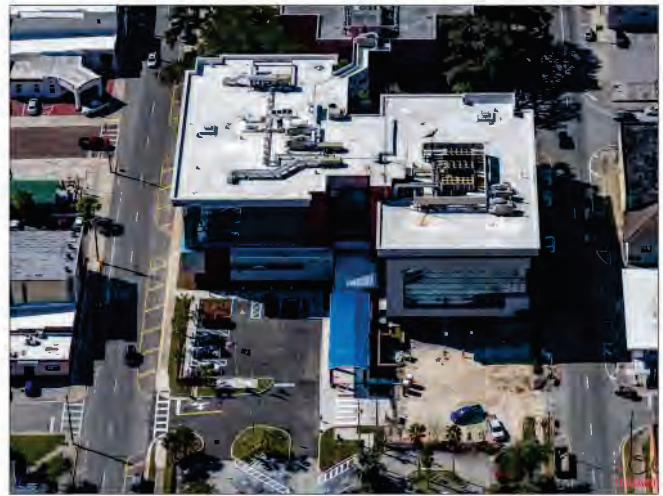
**Timeliness:** The Team continuously monitored our trade partner's progress. Always looking ahead to remove roadblocks that would prevent work from moving forward. We conducted weekly trade partner meetings with the project managers, general superintendents and field superintendents reporting to them how they were tracking to the schedule. If barriers were preventing work, they were identified and quickly tasked to the appropriate stakeholder to bring to resolution. Communication was transparent between the Owner and design team. This open line of communication helped bring problems or issues to a speedy resolution.

**Budget Considerations:** Though this project was hard bid, the Manhattan Team understood the purpose of the Owner's contingency and respectfully kept a log of the use for Owner requested change.

**Quality:** This is a topic that is close and relatable to the Manhattan Hernando Team. The team constantly made field reviews of the installation process and requested corrections of trade partners that were not in compliance with the project requirements. We are a self-policing group, back checking our trade partner quality. An example of this quality check was during the installation of the final lift of asphalt, it did not meet Manhattan's workmanship and we definitely knew the Owner and design team would not accept. We demanded the deficient work be removed and replaced. This was completed before the design team observed the deficient work.

**Services Disruptions:** This project was executed within an active courthouse. This required close coordination with the sheriff's office and the judges to minimize the disruptions to their operations. It agreed with Manhattan's trade partners to commence the construction workday at 6:00 am. This allowed several hours in the morning to perform noisy and disruptive work. The team was in constant contact with the facility throughout

## ► 12.4 - Prior Project Experience / Success



### Hernando County Judicial Center Renovation (*cont'd*)

the day, adjusting work activities to different areas of the floor to keep the construction activities progressing. The building utilities were coordinated with Hernando facilities management team and planned in advance to minimize service disruptions..

**Project Acceptability:** This project included multiple phases. The existing main entrance was removed in its entirety and a temporary entrance was provided to allow the public continuous access to the facility. Upon completion of the new lobby entrance and handicap parking lot was turned over to the Owner for beneficial use. This allowed the construction team to close the temporary entrance and perform the renovation work associated with the phase of work. The most complex phase of the project was the installation of a new in-custody elevator within the existing building. Upon commencing excavation for the new elevator shaft it was discovered was soil beneath was contaminated. Manhattan team promptly notified the Owner and developed a response plan the same day to properly handle the excavation spoils. Though there was a delay we minimized it by the rapid response to the issue presented. The installation of the new in-custody elevator allowed the construction team to commence the conversion of the old in-custody elevator into a dedicated elevator for the judicial staff.

**Compliance:** During the removal and disposal of the contaminated soil associated with the new elevator shaft, Manhattan was keenly aware that it required proper paperwork and a chain of custody noted how the material was handled, treated and disposed. This helped keep the project on task and minimize the lost time associated with unforeseen condition.



## ► 12.4 - Prior Project Experience / Success



### Owner Contact:

Hillsborough County Aviation  
Authority  
John Mallory, Director of Con-  
struction  
PO Box 22287  
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### Project Team:

Project Manager: Steve Wasilef-  
sky  
Superintendent: Chris Smith

### Project Cost:

\$20,052,119

### Project Dates:

Start: 08/02/2021  
Substantial: 05/27/2022  
Final: 05/27/2022

### Project Size:

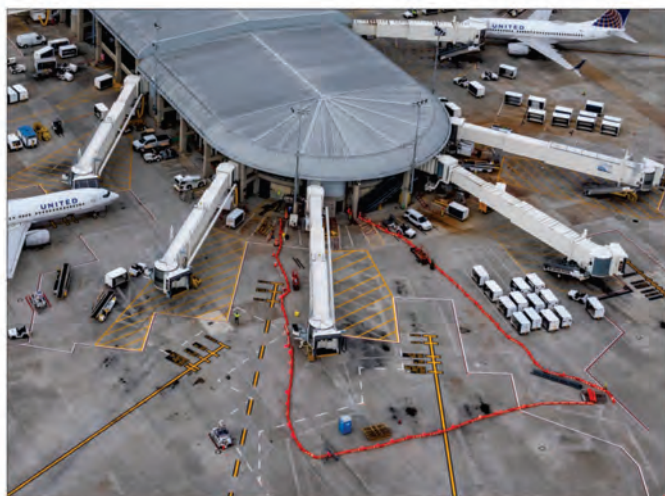
10,000 sf

## TPA Airside A Passenger Boarding Bridge Replacement

Tampa, Florida

This project is a design-build project to replace the 15 Passenger Boarding Bridges at Airside A at the Tampa International Airport. The work requires close coordination with Airport operations and the affected airlines. To expedite the project, we replaced two of the 15 gates at a time, sequencing the work to provide the best combination of usable gates. Our team took every precaution to minimize the impact of services to the traveling public. All work was in a TSA-controlled security environment with all workers having security badges. The project was funded by FAA requiring 100% Buy America steel and electronic components and Davis Bacon wage scale. The majority of the work was done during normal working hours coordinating the removal and replacement of PBBs with airline passenger and baggage operations.

## ▶ 12.4 - Prior Project Experience / Success



### TPA Airside A Passenger Boarding Bridge Replacement (*cont'd*)

**Timeliness:** This project included many construction activities that required close coordination with airport operations, Airside A operations and airline operations. Scope included replacing fifteen passenger boarding bridges within a ten-month construction period and installing a new inground fuel tap for aircraft fueling operations. There were mandatory blackout periods during Thanksgiving, Christmas and Spring Break. No work was allowed during these periods. Therefore, all construction related items were required to be broken down and demobilized to allow the airport full utilization of the new boarding bridges completed as well as the existing still in operation. The most complex effort was the installation of a new fuel port embedded into the concrete parking area for the aircraft. The team had 4-1/2 hours to complete this task or risk liquidated damages for every hour the fuel system was out of service. The team had 3 layers of contingency plans with included staged fuel trucks if the plan was not coming together. Fortunately to detailed planning and contingency plans the new fuel tap was installed successfully and within the time frame allocated.

**Budget Considerations:** The project included multiple contingencies for Owner and contractor related items. A major consideration was Owner Direct Purchases, this allowed the airport authority to save on the tax implications relating to the purchases of the new boarding bridges. The authority also included Owner Direct Purchases for spare parts and other support equipment related to the installation.

**Quality:** This project required beneficial use of two new boarding bridges before we were allowed to demolish the next set of boarding bridges. This meant the punch list for the new boarding bridges were performed two days before beneficial use and the punch list corrections the following day. Day 3 the new boarding bridge was put into operation for the airlines to use. Training was provided to the airline operations teams providing them with the opportunity to maneuver the new bridge and understand the technology upgrades.

**Services Disruptions:** The project included a detailed phasing plan noting what boarding bridges were being taken out of service and when they would be returned for use. Airlines were temporarily relocated to flex gates when their leased passenger boarding bridge was being replaced. The advance notice of the phasing plan helped alleviate the “I did not know it was happening now” syndrome. All parties were online and aligned with the

## ▶ 12.4 - Prior Project Experience / Success



### TPA Airside A Passenger Boarding Bridge Replacement (*cont'd*)

sequence and plan. The most critical item was the fuel tap to the underground fuel distribution system. The plan was reviewed, critiqued, and reviewed again, looking to minimize the risk of service disruption. This plan included multiple contingency plans for the just incase scenario or the unforeseen condition that would be beyond the construction team control.

**Project Acceptability:** The project was executed at a fully operation airside with three airlines paying leases to use Airside A. This meant the airlines expected to have a boarding bridge in order to conduct their business. The boarding bridges were replaced in pairs. One located on the northside of the airside and one located on the southside in a counterclockwise rotation. The authority had four flex gates which allowed the temporary relocation of an airline while their gate was replaced. Each new gate went through a full shakedown, commissioning and punch list prior to turning over to the authority/airline for beneficial use. The team was readily available if issues arose post turning over and issue brought to prompt resolution.

**Compliance:** Working on an airport AOA (Area of Operations) has strict rules that must be adhered and followed daily and throughout the workday. When operating a contractor vehicle on the AOA one must yield to the aircraft and obey ground personnel instructions. The team must be constantly mindful of construction debris blowing around or left out at the end of the construction day. Debris, also known as FOD (Foreign Object Debris) must be put in sealed container to prevent it from being digested by an aircraft engine. Included is loose hardware on the AOA which could get lodged in an aircraft tire. Lastly, each construction personnel were required to have a thorough background check, those that did not pass were rejected. The approved individuals were required to wear their badges in a highly visible location in their person. We were instructed to challenge those that did not have their badges visible and call airport police if an individual did not have the proper identification.



## ► References



### Marco Island Fire Station 50 & EOC

Marco Island, Florida

Marco Island Fire Station 50 (FS50) is the City's newest dual-purpose, cutting-edge fire station that serves the staff and residents of Marco Island, FL. The facility is designed and constructed to act as the primary fire station for the island as well serve as the island's Emergency Operation Center during natural and man-made disasters. Fire Station 50 is a 24,000-square-foot, two-story facility with a three-story training tower. The facility consists of living quarters, a fitness room, backup generator, chiller, emergency operations center, patio, and the site includes 208 parking spaces. The building has a modern look with plenty of large glass window openings that are aesthetically pleasing and allow for natural light penetration.

#### Owner Contact:

City of Marco Island  
Miguel Carballo  
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#### Project Team:

Project Manager: Bill Bonner  
Superintendent: Gary Dick  
Asst. Superintendent: Erick Corzo  
Director of Precon. - John Begani

#### Project Cost:

\$11,265,090

#### Project Dates:

Start: 07/30/2021  
Substantial: 04/24/2023  
Final: 04/24/2023

#### Project Size:

24,000 sf