

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
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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. GURANTEED 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]
Chorvat,
Clerk of Circuit Court and Comptroller

Douglas A.



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

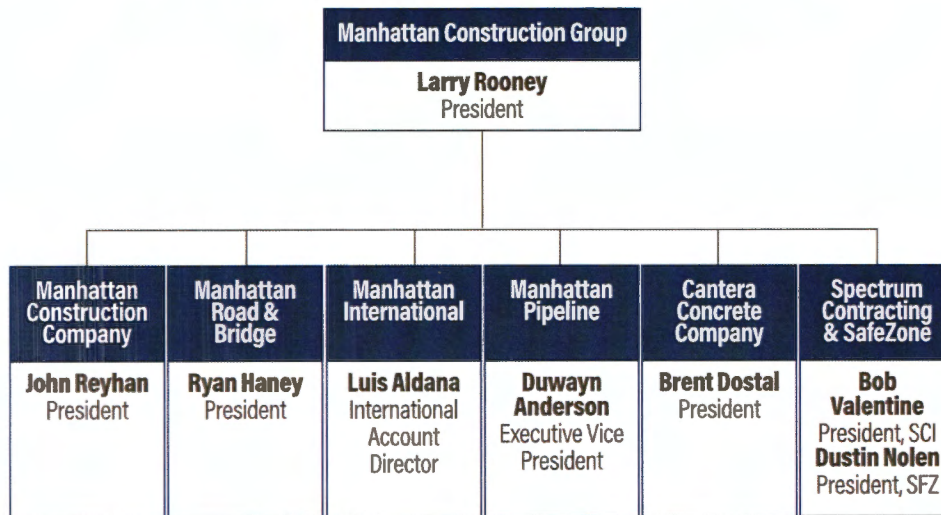
| | |
|------------------|---|
| Exhibit A | Construction Team Organizational Chart |
| Exhibit B | Owner's Construction Budget |
| Exhibit C | Construction Manager's Personnel Assignments and Responsibilities |
| Exhibit D | Construction Phase - Construction Manager's Staff |
| Exhibit E | Presubstantial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



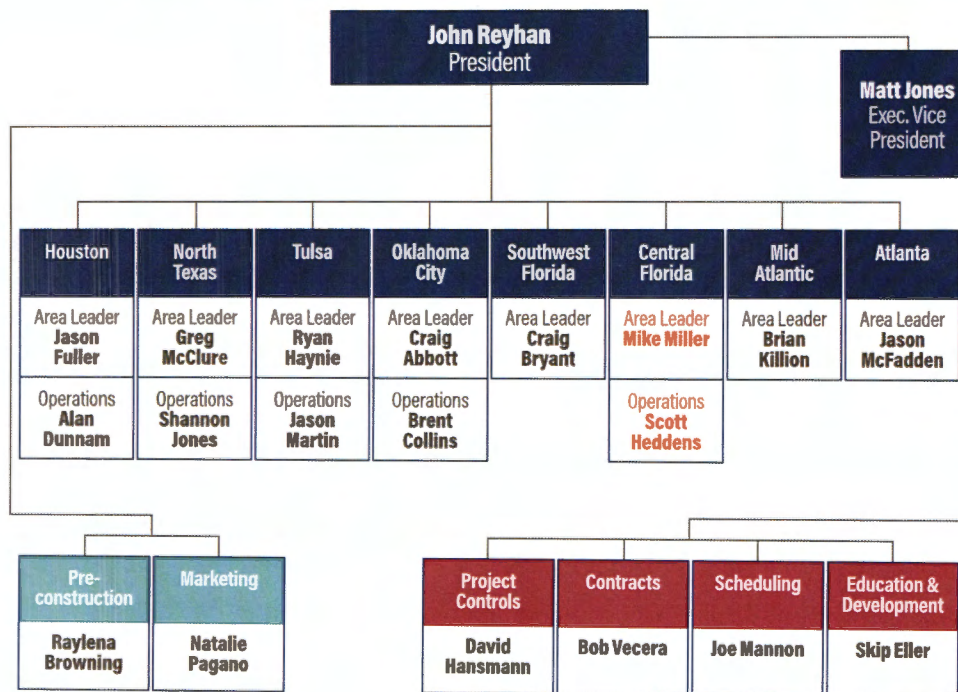
► 12.1.1 - Qualifications of the Firm

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 | \$\$\$ |
| | |
| Total | \$ - |
| | |



► 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

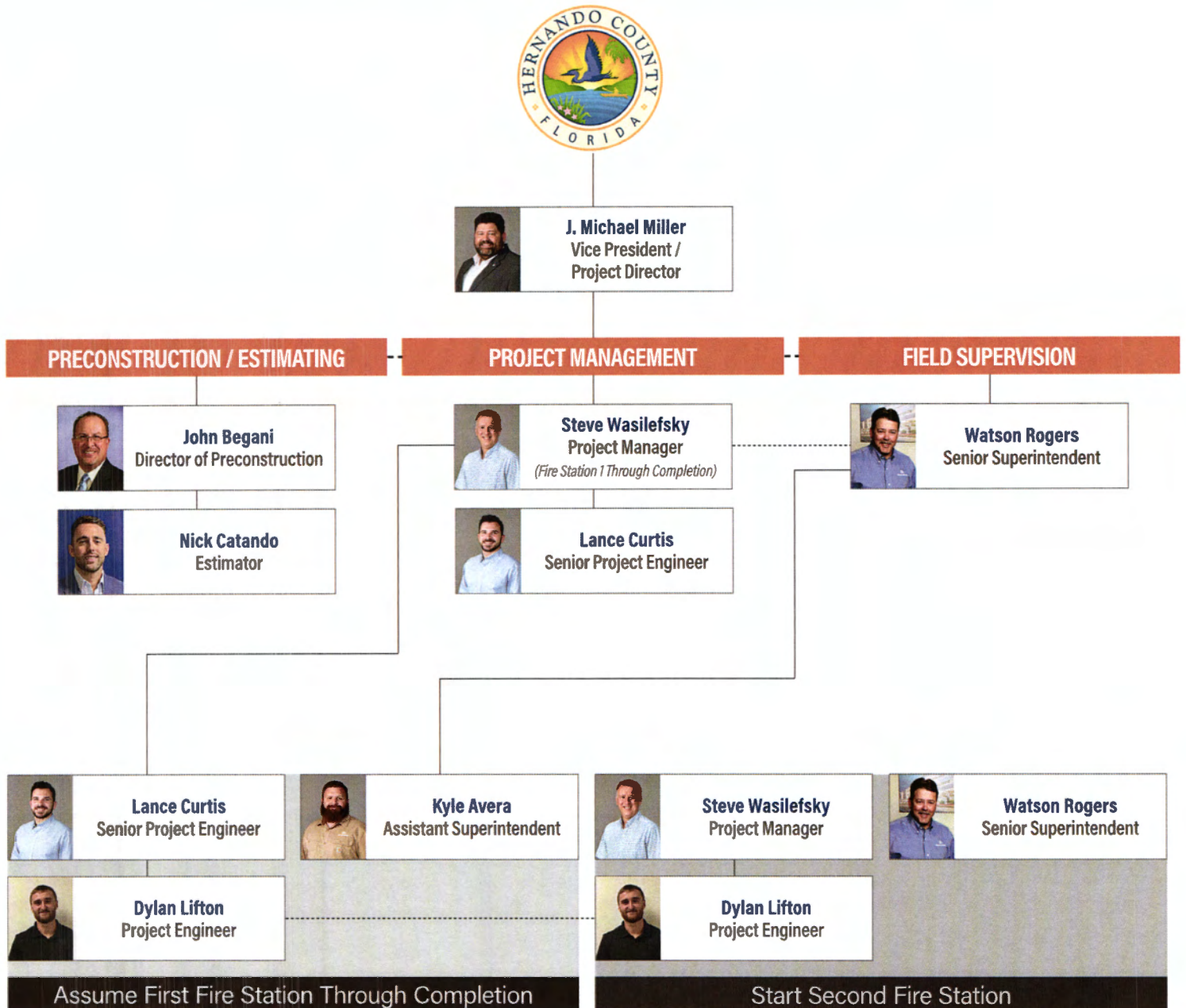


EXHIBIT E - PRESUBSTANTIAL PUNCH LIST

Hernando County Fire Station #X
Project No. XXX

DATE

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) <u>\$0.00</u> | | |
| CO#s: _____ | | | | NET CHANGE FROM AMENDMENTS/CHANGE ORDERS (L + M/E) <u>\$0.00</u> | | |
| Total | | | | PRESENT CONTRACT TOTAL (N/E) <u>\$0.00</u> | | |
| Approved This Period | | | | | | |
| Number | Date | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| Total Approved this Period | | \$0.00 | \$0.00 | Current to Date Total Amount Earned (Due to Date (I)) <u>\$0.00</u> | | |
| Totals | | \$0.00 | \$0.00 | Retainage | | Current to Date Payment Less Retainage <u>\$0.00</u> |
| | | \$0.00 | \$0.00 | | | |
| Net change by Amendments / Change Orders (L + M) <u>\$0.00</u> | | | | Warrant Amount | | |
| DEPARTMENT (or Authorized Delegate) _____ Date _____ | | | | 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. | | |
| OWNER REPRESENTATIVE _____ 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> | | |
| 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 _____ (Date). |
| _____ | _____ | 2. Warranties and Guarantees assigned to County. |
| _____ | _____ | 3. General one year warranty from Contractor _____ (Effective Date). |
| _____ | _____ | 4. Operation and Maintenance manuals for equipment and system. |
| _____ | _____ | 5. Record drawings obtained. |
| _____ | _____ | 6. County personnel trained on system and equipment 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 & Zip Code)

Project Number

Contract Amount

Project Name

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 | 1CBE Subcontractor Name (Must be certified by OSD) | CBE FEIN # | 2CBE Code | Description of Service | CBE Vendor Payment Amount |
|---|-----------------------|-------------------------------|-------------------------------|--|------------|-----------|------------------------|---------------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTALS | | | | | | | | |

1OSD 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>

2CBE 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 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

[illegible]

GENERAL REQUIREMENTS

[illegible]

[illegible]

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 |
|--|----------------------------------|----------------|------------|---------------------|------------------|-------------------|
| PHASE: PROJECT BUDGETING AND COST CONTROL | PRE-CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| 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 | | |
| AVE TEMPORARY OFFICE (AS REQUIRED) | | | X | | | |
| 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 PHASE: ON-SITE EQUIPMENT | REQUIRED OF CONSTRUCTION MANAGER | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|----------------------------------|----------------|------------|---------------------|------------------|-------------------|
| | 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 | | |
| PIPING COST IN BUILDING (AS REQUIRED) | | | X | | | |
| FUEL COST FOR HEATING (AS REQUIRED) | | | X | | | |
| POWER COST FOR HEATING (AS REQUIRED) | | | X | | | |
| FURNACE RENTAL (AS REQUIRED) | | | X | | | |
| HEATER RENTAL (AS REQUIRED) | | | X | | | |
| BOILER RENTAL (AS REQUIRED) | | | X | | | |
| OPERATOR TEMPORARY SYSTEMS (AS REQUIRED) | | | X | | | |
| 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 | | |
| TEMPORARY OFFICE HEATING (AS REQUIRED) | | | X | | | |
| 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 |
|--|----------------------------------|----------------|------------|---------------------|------------------|-------------------|
| | PRE-CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| PHASE: REPRODUCTION/PRINTING AND DATA PROCESSING | | | | | | |
| 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 BONUSSES | | X | | | | |

Responsibility:

x = Total 1 = Primary