



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

This Contract entered into this 28<sup>th</sup> day of JUNE, 2022, by and between the Hernando

County Board of County Commissioners, hereafter called the COUNTY and Manhattan Construction Company, hereinafter called the CONTRACTOR. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**Hernando County Judicial Center Renovations  
BID NO. 22-CTS001  
Brooksville, FL**

**ARTICLE 1 - CONTRACT DOCUMENTS**

**1.01** The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated in CONTRACT PAYMENT section of this agreement in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

**1.01.1** The Contract Documents for Bid No. 22-CTS001 consist of the following:

**Solicitation-Offer-Award  
(Cover Page)**

**Advertisement of Bid  
(Invitation to BID)**

**Solicitation Instructions  
(Invitation to BID)**

**General Conditions  
(Section A)**

**Special Conditions  
(Section B)**

**Scope and Specifications  
(Section D)**

**Bid Form  
(Section E)**

**Required Forms and Certifications**  
Section C - Insurance Requirements  
Section F - Addenda Acknowledgement  
Form  
Section G - Statement of No BID  
Section I - Bonds  
Section J - Affidavit of Release and  
Guarantees

Appendix 2 - Sample Change Order

Appendix 3 - Sample Application for  
Payment

Appendix 4 - Maintenance of Traffic Plan

Appendix 5 -Utilities

Utility contact list

Utility verification

Utility coordination

Appendix 6 - Storm Water Pollution

Appendix 7 - E-verify Certification

Appendix 8 - Prequalification Submittal

Appendix 9 -Emergency Telephone  
Numbers

**Construction Agreement and Required  
Documents After Award  
(Section H)**

**Reference Documents**

Exhibit B - Project Narrative &  
Concept

All addenda issued by the County prior to the receipt of Bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

**Amending and Supplementing Contract Documents:**

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

1. A Field Order;
2. Design Professional's approval of a shop drawing or sample; or
3. Design Professional's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Design Professional shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether inserted or not.

**Exhibits to this Agreement (as follows):**

1. Contractor Pre-qualification Package
2. Technical Plans and Specifications including all addenda as prepared by Mason Blau and Associates titled "Hernando County Judicial Center Renovation"
3. Contractor's Bid
4. Documentation submitted by Contractor after the Notice of Award:
  - a. Insurance Certificate
  - b. Payment and Performance Bond

**1.02** The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Change Order(s)

**1.03** The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).

**1.04** There are no Contract Documents other than those listed in this Article.

**1.05** The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 23.

**ARTICLE 2 - THE DESIGN PROFESSIONAL**

**2.01** Design Professional in the administration of this Contract and any references to the Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm shall be deemed to mean **Mason Blau & Associates, Inc.**, for the plans and specifications. **Michael Mason, AIA, LEED AP** will act as the Design Professional's representative, assume all duties and responsibilities, and have the rights and authority assigned to Design Professional in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

**ARTICLE 3 - CONTRACT TIMES**

**3.01** Time of the Essence:

**3.01.1** All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.02** Days to Achieve Substantial Completion and Final Payment:

**3.02.1** Contractor Agrees that the work will be substantially complete within 427 days and final completion within an additional (30) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within (457) calendar days after the date indicated on the Notice to Proceed.

**3.03** Liquidated Damages:

Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Contractor the sum of **One Thousand Dollars (US) (\$1,000)**. This amount is the minimum measure of damages the County will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

**ARTICLE 4 - CONTRACT PRICE**

**4.01** Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

**4.01.1** For all work other than Unit Price Work, a Lump Sum of:

Twenty-One Million, Four Hundred Fifty-Seven Thousand, <u>One Hundred Sixteen and 00/100</u>	(\$21,457,116.00) (figure)
(words)	

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 36F.

**4.01.2** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 19, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Design Professional and Construction Administrator as provided in Paragraph 19

UNIT PRICE WORK

<b>HERNANDO JUDICIAL RENOVATIONS</b>		
<b>Bid Pkg No.</b>	<b>Scope of Work</b>	<b>TOTAL</b>
	GENERAL REQUIREMENTS	\$ 1,964,095
	GENERAL REQUIREMENTS - NON STAFF	\$ 561,286
	PERMITS	\$ 47,638
BP01A	STRUCTURAL REVIEW	\$ 26,250
BP01B	TESTING AND INSPECTION	\$ 25,125
BP01C	SURVEYING	\$ 25,000
BP01D	SHORING	\$ 40,427
BP01E	SECURITY	\$ 223,635
BP02B	DEMOLITION	\$ 487,396
BP02C	SOIL STABILIZATION AT ELEVATOR	\$ 102,000
BP03A	CONCRETE	\$ 912,981
BP04A	MASONRY	W/BP03A
BP05A	STRUCTURAL STEEL	\$ 336,615
BP05B	RAILINGS	\$ 43,338
BP06C	MILLWORK	\$ 1,269,594
BP07A	WATERPROOFING	\$ 75,847
BP07B	ROOFING	\$ 103,795
BP08A	DOORS FRAMES HARDWARE	\$ 653,841
BP08B	AUTOMATIC DOORS	W/BP08C
BP08C	STOREFRONT	\$ 303,607
BP09A	DRYWALL FRAMING	\$ 2,360,150
BP09B	STUCCO	W/BP09A
BP09C	TILE AND FLOORING	\$ 177,989
BP09D	ACOUSTICAL CEILINGS	\$ 201,851
BP09E	PAINTING AND COATINGS	\$ 277,734
BP10A	SPECIALTIES	\$ 41,257
BP10B	SIGNS AND PLAQUES	\$ 29,345
BP10C	CANOPIES	\$ 267,846
BP10A	DETENTION EQUIPMENT	\$ 318,958
BP12A	WINDOW SHADES	\$ 24,595
BP12B	FURNISHINGS	\$ 227,504
BP14A	ELEVATORS	\$ 342,726
BP21A	FIRE SPRINKLER	\$ 88,576
BP22A	PLUMBING	\$ 361,834
BP23A	HVAC	\$ 1,282,962
BP26A	ELECTRICAL	\$ 4,140,360
BP31A	SITWORK	\$ 1,294,334
BP32A	LANDSCAPE / IRRIGATION	\$ 35,371
	<b>Subtotal</b>	<b>18,675,861</b>
	Escalation Allowance (By Owner)	-
	Unforeseen Conditions Allowance (By Owner)	-
	General Liability	209,550
	Builder's Risk (Quote)	73,000
	<b>Subtotal</b>	<b>18,958,411</b>
	Fee	859,397
	GC Bond	139,308

Owners Contingency	1,500,000
<b>TOTAL AMOUNT</b>	<b>21,457,116</b>

ESTIMATED TOTAL OF ALL UNIT PRICE WORK \$Twenty-One Million, Four Hundred Fifty-Seven Thousand, One Hundred Sixteen and 00/100 \$(21,457,116.00)  
 (use words) (figure)

## ARTICLE 5 - PAYMENT PROCEDURES

### 5.01 Submittal and Processing of Payments:

5.01.1 Contractor shall submit Applications for Payment in accordance with Paragraph 26. Applications for Payment will be processed by Design Professional and Construction Administrator as provided in the Contract Documents.

### 5.02 Progress Payments; Retainage:

5.02.1 Owner shall make progress payments on account of the Contract Price based on Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements :

5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Design Professional and Construction Administrator may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

5.02.1.1.1 Ninety-five percent (95%) of work completed (with the balance being retainage); and

5.02.1.1.2 Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage.)

### 5.03 Final Payment:

5.03.1 Upon receipt of the final Application for Payment accompanied by Design Professional and Construction Administrator 's recommendation of payment in accordance with Paragraph 26, Owner shall pay Contractor the remainder of the Contract Price as recommended by Design Professional and Construction Administrator, less any sum Owner is entitled to set off against Design Professional and Construction Administrator 's recommendation, including but not limited to liquidated damages.

5.03.2 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, NPDES – FDEP Notice of Termination (NOT) has been delivered to the Construction Administrator and a final Certificate for Payment has been issued by the Design Professional and Construction Administrator.

## **ARTICLE 6 - INTEREST**

**6.01** All moneys not paid when due shall bear interest at the maximum legal rate.

## **ARTICLE 7- CONTRACTOR'S REPRESENTATIONS**

**7.01** To induce Owner to enter into this Agreement Contractor makes the following representations

- 7.01.1** Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
- 7.01.2** Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- 7.01.3** Contractor is familiar with and is satisfied as to all federal state, and local laws and regulations that may affect cost, progress, and performance of the work.
- 7.01.4** Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.01.5** Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
- 7.01.6** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations , explorations, tests, studies, and data with the Contract Documents.
- 7.01.7** Contractor has given Design Professional written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Design Professional is acceptable to Contractor.
- 7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

## **ARTICLE 8 - MISCELLANEOUS**

**8.01** Terms:

**8.01.1** Terms used in this Agreement will have the meanings stated in the Contract Documents.

**8.02** Assignment of Contract:

**8.02.1** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**8.03 Severability:**

**8.03.1** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**8.04** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) and the same instrument.

**ARTICLE 9 - CONTRACT PAYMENT**

**9.01** The County agrees to pay the Contractor for the faithful performance under this Contract for the agreed amount of Twenty-One Million, Four Hundred Fifty-Seven Thousand, One Hundred Sixteen and 00/100 Dollars (\$21,457,116.00) and is based on the lump sum prices contained herein and subject to additions or deductions and unit pricing if applicable as modified.

OWNER:  
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR/CONTRACTOR

\_\_\_\_\_

MANHATTAN CONSTRUCTION COMPANY

By: STEVE CHAMPION

By: J. MICHAEL MILLER

Title: CHAIRMAN

Title: VICE PRESIDENT

[CORPORATE SEAL]

[CORPORATE SEAL]

*for* Hidi Kurppe, Deputy Clerk

Candice E. DeLoach

Attest: Douglas A. Chorvat, Jr.

Attest: CANDICE E. DELOACH

Title: Clerk of Circuit Court & Comptroller

Title: CONTRACTS ADMINISTRATOR

Address for giving notices:

Address for giving notices:

15470 Flight Path Dr.

5840 W. Cypress St.

Brooksville, FL 34604

Ste A

TAMPA, FL 33607

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

## AMENDMENT TO CONSTRUCTION AGREEMENT

This **AMENDMENT TO CONSTRUCTION AGREEMENT** ("**Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "**Effective Date**") by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY and Manhattan Construction Company, hereafter called the CONTRACTOR

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree that the Agreement is modified and supplemented as follows:

1. Exhibit A County Indemnification - Article 20 Strike the following "direct or consequential damages, or economic loss"
2. Exhibit A County Indemnification - Article 20 Strike the following "The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
3. Exhibit B – Intent of the Contract Documents Article 13A – Strike "intended result" replace with "indicated work"
4. Exhibit B – Intent of the Contract Documents Article 13A – "Add the words "In the role of a Contractor and not a designer," before the words "Reference to standard..."
5. Exhibit B Article 18 E.4 – Strike entirely.
6. Exhibit B – Authority of the Design Professional and Design Professional Designees / Representatives. Article 18. - Strike B. entirely
7. Exhibit B – Contract Time and Time Extensions Article 19 - B Strike "two (2)" and replace with "fourteen (14)"
8. Exhibit B – Contract Time and Time Extensions Article 19 - D Strike paragraph entirely and replace with:  
  
"If the Contractor complies with the fourteen (14) regular Workdays' notice requirement, the Design Professional shall ascertain the facts and the extent of the delay being claimed and recommend to the Board an extension to the Contract Time when, in the Design Professional sole judgment, the findings of fact justify such an extension. The Design Professional recommendation shall be considered an initial decision subject to dispute resolution process. The Contractor shall cooperate with the Design Professional investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Contract Time must be authorized by Change Order approved by the Board. "
9. Exhibit B Article 21B – Liquidated Damages. Strike "complete to the satisfaction of the Design Professional" and Replace with "to have reached Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use."
10. Exhibit B – Contract Time and Time Extensions Article 24 - B Insert the words "Owner and" after the words "Claims by the"
11. Exhibit B – Claims and Disputes Article 24 – B Strike "two (2)" and replace with fourteen (14).



12. Exhibit B – Claims and Disputes Article 24 – B Strike “fifteen (15) calendar days after the occurrence of the event” and replace with “thirty (30) calendar days after the claim event stops”
13. Exhibit B Article 25 H. Strike entirely
14. Exhibit B – Site Investigation Article 31 – Add the following “It is understood and agreed that destructive investigation and or detailed exploration of above ceilings and in walls etc. is not feasible due to the existing facility being occupied with judicial activities in process. As such, these Unforeseen conditions are excluded and all unforeseen conditions shall be funded from the Owner Contingency or by Change Order. Furthermore, It is agreed that this paragraph shall prevail over any other.”
15. Exhibit B Article 33C. Delete “(48) hours” and replace with “fourteen (14) days” in both lines 6 & 7.
16. Exhibit B – Special Conditions Article 43 – Strike “on the certificate of completion and final acceptance” and replace with “of Substantial Completion”
17. Exhibit B – Special conditions Article 44 – Strike “ on the Certificate of Completion and final acceptance” and replace with “of Substantial Completion”
18. Exhibit C Builder’s Risk Policy: Strike “All deductibles will be the responsibility of the Bidder unless County agrees in writing” and replace with “Owner shall be responsible for deductibles.”
19. Section H – Contract Time. Strike “427” and replace with “490”
20. Section H – Contract Time. Strike “30” and replace with “45”
21. Section H – Contract Time. Strike “457” and replace with “535”
22. Exhibit B - Add the following

“46. Waiver of Certain Damages  
The Contractor and Owner waive Claims against each other for consequential, incidental or special damages arising out of or relating to this Contract. In addition, the following damages, whether consequential, direct or otherwise, are also waived:

  - .1 damages incurred by the Owner 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; and
  - .2 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 damages due to either party’s termination. Nothing contained in this Section shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract Documents.”
23. Appendix 1 – Permits. – Strike “Notice to Proceed will not be issued until the permits are provided to the Construction Administrator.”

24. Appendix 2 – Sample Change Order. Strike "Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order."

**IN WITNESS WHEREOF**, each of the parties has caused this First Amendment to be executed by a duly authorized officer as of the Effective Date.

OWNER:  
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: Steve Champion  
Title: CHAIRMAN

[CORPORATE SEAL]

*fa*  
Attest: Heidi Kurppa, Deputy Clerk  
Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.  
Brooksville, FL 34604

CONTRACTOR  
MANHATTAN CONSTRUCTION COMPANY

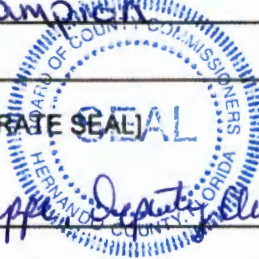
By: Michael Miller  
Title: Vice-President

[CORPORATE SEAL]

Attest: Candice E. DeLoach  
Title: Contract Administrator

Address for giving notices:

5840 W. Cypress St.  
Ste A.  
Tampa, FL 33607



**SECTION E – BID SUBMISSION**Bidder: Manhattan Construction CompanyProject No./Name: 22-CTS001/Hernando County Judicial Center Renovations

Bidder Acknowledges Receipt of Addenda Numbers: 1, 2, 3, 4, 5, 6  
 Bidder to include an Owner Contingency for use by the Owner in the amount of \$1,500,000.00  
 The contingency is to be carried in the schedule of values and any unused portion credited back to the Owner via deductive Change Order.

**Base Bid**\$ 21,457,116**TOTAL BASE BID (in words):** Twenty One Million, Four Hundred Fifty Seven Thousand, One Hundred Sixteen **DOLLARS \***

\*See attached Clarifications &amp; Assumptions

**Additive Alternates (If Applicable)**Refer to specification section 011100 for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	<u>N/A</u>	Add \$	<u>                    </u>
A.A. No. 2	<u>                    </u>	Add \$	<u>                    </u>
A.A. No. 3	<u>                    </u>	Add \$	<u>                    </u>

**Deductive Alternates (If Applicable)**Refer to specification section 011100 for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	<u>N/A</u>	Deduct \$	<u>                    </u>
D.A. No. 2	<u>                    </u>	Deduct \$	<u>                    </u>
D.A. No. 3	<u>                    </u>	Deduct \$	<u>                    </u>

**Bidder's Time of Completion**

a. Time Period from Notice to Proceed to Substantial Completion:	<u>490 days</u>
b. Time Period from Substantial Completion to Final Acceptance:	<u>45 days</u>
c. Total Time of Completion of Entire Project (a + b):	<u>535 days</u>

- BID:** Pursuant to the advertisement by Hernando County dated 9/15/2021 the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
- EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
- PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
- BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee as described in Section II, Item 16.
- TIME OF COMPLETION:** The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 3, Paragraph 3.03 of the Contract Document has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
- EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and all other items contained within Section IX of the Contract Documents within ten (10) days from the date of

the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.

**7. The right is reserved to waive informalities and to reject all Bids.**

**8. OWNER CONTINGENCY:** The bidder shall include an Owner Contingency for use by the Owner in the amount specified on this bid form. The contingency is to be carried in the schedule of values and any unused portion credited back to the Owner via deductive Change Order

**SIGNATURES:** If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

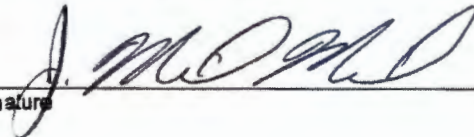
Dated this 17 Day of May, 20 22

Project No./Name 22-CTS001 / Hernando County  
Judicial Center Renovations

THE BIDDER: Manhattan Construction Company  
Company Name

5840 West Cypress Street, Suite A, Tampa, FL 33607  
Address (including city, state and zip)

Phone number:  
J. Michael Miller / Vice President  
Name (Print) and Title

  
Signature

The unit prices below shall be used to determine adjustment to the contract sum when changes in the work involving said items are deemed necessary.

Unit Prices shall apply until the date of contract completion established at the time of Notice to Proceed.

All unit prices shall include the pro-rata share of all costs of materials, equipment and disposal required to complete the work item. Overhead, profit and bond will be calculated per Change Order Proposal.

*(Note: Architect/Engineer should complete a brief description below based on their complete description provided in Division 01 of their specification before inserting into the solicitation)*

**UNIT PRICING** (If Applicable)

Refer to specification section N/A for descriptions of unit pricing. If the unit prices are accepted, the base bid would be modified by the amount entered by the bidder for the additional or deductive amounts of each unit cost.

Number	Description	Unit of Measure	Unit Price
	N/A		
U1	_____	_____	\$ _____
U2	_____	_____	\$ _____
U3	_____	_____	\$ _____

W9

Substitute Form

**W-9**

**Request for Taxpayer Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Manhattan Construction Company</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <b>C</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>5601 S 122nd Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Tulsa, OK 74146</b>	
List account number(s) here (optional)	

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

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number <b>73; 0338330</b>


**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ <b>05/17/2022</b>
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**\*Instructions to Form W-9 available upon request.**

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

**Privacy Act Notice:**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**FLORIDA TRENCH SAFETY ACT**  
**CERTIFICATION AND DISCLOSURE STATEMENT**

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- J. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- K. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- L. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- M. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Set Back Slopes	LF	200	\$ 35.00	\$ 7,000.00
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ 7,000.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- N. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- O. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

Manhattan Construction Company

Company Name

J. Michael Miller / Vice President

Name and Title

Address:

5840 West Cypress Street, Suite A  
Tampa, FL 33607

Telephone/Fax  
813.675.1960  
73-0338330

Federal Employee ID NO. (FEIN)

jmmiller@manhattanconstruction.com  
Email of Account Representative

**SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:**

# HERNANDO JUDICIAL RENOVATIONS BID SUMMARY

## MANHATTAN CONSTRUCTION

DATE: 05/17/2022

ARCHITECT: Mason Blau

Bid Pkg No.	Scope of Work	TOTAL
	GENERAL REQUIREMENTS	\$ 1,964,095
	GENERAL REQUIREMENTS - NON STAFF	\$ 561,286
	PERMITS	\$ 47,638
BP01A	STRUCTURAL REVIEW	\$ 26,250
BP01B	TESTING AND INSPECTION	\$ 25,125
BP01C	SURVEYING	\$ 25,000
BP01D	SHORING	\$ 40,427
BP01E	SECURITY	\$ 223,635
BP02B	DEMOLITION	\$ 487,396
BP02C	SOIL STABILIZATION AT ELEVATOR	\$ 102,000
BP03A	CONCRETE	\$ 912,981
BP04A	MASONRY	W/BP03A
BP05A	STRUCTURAL STEEL	\$ 336,615
BP05B	RAILINGS	\$ 43,338
BP06C	MILLWORK	\$ 1,269,594
BP07A	WATERPROOFING	\$ 75,847
BP07B	ROOFING	\$ 103,795
BP08A	DOORS FRAMES HARDWARE	\$ 653,841
BP08B	AUTOMATIC DOORS	W/BP08C
BP08C	STOREFRONT	\$ 303,607
BP09A	DRYWALL FRAMING	\$ 2,360,150
BP09B	STUCCO	W/BP09A
BP09C	TILE AND FLOORING	\$ 177,989
BP09D	ACOUSTICAL CEILINGS	\$ 201,851
BP09E	PAINTING AND COATINGS	\$ 277,734
BP10A	SPECIALTIES	\$ 41,257
BP10B	SIGNS AND PLAQUES	\$ 29,345
BP10C	CANOPIES	\$ 267,846
BP10A	DETENTION EQUIPMENT	\$ 318,958
BP12A	WINDOW SHADES	\$ 24,595
BP12B	FURNISHINGS	\$ 227,504
BP14A	ELEVATORS	\$ 342,726
BP21A	FIRE SPRINKLER	\$ 88,576
BP22A	PLUMBING	\$ 361,834
BP23A	HVAC	\$ 1,282,962
BP26A	ELECTRICAL	\$ 4,140,360
BP31A	SITWORK	\$ 1,294,334
BP32A	LANDSCAPE / IRRIGATION	\$ 35,371
	<b>Subtotal</b>	<b>18,675,861</b>
	Escalation Allowance (By Owner)	-
	Unforeseen Conditions Allowance (By Owner)	-
	General Liability	209,550
	Builder's Risk (Quote)	73,000
	<b>Subtotal</b>	<b>18,958,411</b>
	Fee	859,397
	GC Bond	139,308
	Owners Contingency	1,500,000
	<b>TOTAL PROPOSED AMOUNT</b>	<b>21,457,116</b>

## Clarifications & Assumptions

Project Name: Hernando County Judicial Center Renovations

Location: 20 N. Main Street, Brooksville, Florida 34601

Date: 05/17/2022

### General

1. Manhattan shall not be liable nor have our right to proceed be restricted for any failure to perform its obligations where such failure arises out of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of public enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riot, nationalization, government actions, tariffs, blockage, embargo, transportation delays not reasonably foreseeable, labor dispute, strike, lockout, disease outbreak, epidemics, pandemics, quarantine restrictions, or interruption or failure of power sources. To the extent these conditions may occur and impact the Project, there shall be an equitable adjustment to the Contract.
2. Acceptance of these Clarifications and their inclusion as a Contract Document is condition-precedent to our Proposal. We specifically exclude any Bid and/or Contract Document requirements to the contrary, as these Assumptions and Clarifications shall supersede any other Drawings, Specifications, proposed Contract language, and/or all other Bid Documents.
3. Proposal is based on receiving payment for stored materials and payment terms as noted in subcontractor quotes e.g.: Elevators, Roofing, Etc.
4. Manhattan is providing an express warranty for a period of one year from the date of Substantial Completion and excludes all implied warranties beyond the specific warranties required by the Contract Documents.
5. At the owners request, the material escalation allowance was removed from our proposal. Material escalation will be funded through Owner Contingency. This proposal includes all currently known and foreseen lead times for materials based on recent information from the trade contractor and vendor market. Note that the construction material market is currently experiencing extremely volatile conditions. Manhattan will work closely with the project team to mitigate the impacts of any material increases.
6. Due to the characteristics of differing materials at the project site, an exact match of the existing conditions may not be possible due to the changes in material.
7. We have not included costs for temporary utilities for construction. We anticipate unlimited use of water and electric onsite as required to complete the project.
8. Costs for employee and trade off-site parking and laydown have not been included as it is anticipated that there will be parking on-site.



9. Destructive investigation and or detailed exploration of above ceilings etc ;is not feasible due to the existing facility being occupied with judicial activities in process Unforeseen conditions are excluded. At the owner's request, the contractors recommended Unforeseen Conditions Allowance was removed from this proposal. Owners Contingency is to be used to resolve any unforeseen conditions during construction.
10. We have included \$47,638 for Permitting as noted in the Prebid Meeting. We have excluded other permit costs.
11. Our schedule of 490 days to substantial completion and 535 days to final completion and bid proposal are based on an early Notice to Procure issued by June 21, 2022, and issuance of a Notice to Proceed on August 22, 2022. Early Notice to Procure was discussed in our Pre-bid meeting.
12. We are not responsible for delays or major cost increases due either directly or indirectly to utility outages, brownouts, or loss of power.

## **Insurance, Staff Rates and Bonds**

1. Builder's Risk ("all-risk") Insurance is included per Manhattan policy terms and conditions.
2. We do not include any requirements for meeting or fulfilling Code Requirements but will assist by a comprehensive review of the drawings and specs and bringing any questions or concerns to the attention of the Architect.

## **Division 01**

1. This proposal is based on normal working hours (7AM – 5PM). No premium time is included. Should the owner modify the time for work to take place through no fault of the contractor, Manhattan would reserve our right to submit a claim for additional cost and/or time.
2. Costs associated with Energy reviews and Accessibility reviews and inspections are not included.
3. Offsite infrastructure including Utilities, Roadways, and Intersection work is not included beyond the scope required by civil documents.
4. Remediation or abatement of any and all hazardous materials is limited specifically to the Owner's "Hazardous Materials Survey" and the quantities specifically noted. Any deviations shall be considered Extra Work to the Contract.
5. We do not include any excavation, removal, undercutting, replacement, handling, or any other costs for any "unsuitable soils" for any reason. This includes rock, contaminated materials, hazardous materials, debris, groundwater, trash, waste, high moisture content, and/or anything other than "suitable soils" encountered below the existing top surface of the ground. Suitable soils are defined as existing in a condition ready for immediate re-use as fill material and/or topsoil. All unsuitable soils shall be handled by change order per unit prices as encountered and all related delay will be added to the Contract Completion Date and the schedule on a day-for-day basis. This clarification supersedes

any information contained in the Soils Report, etc. and shall supersede any differing or contradictory requirements anywhere else within the Bid and/or Contract Documents, such as "Un-Classified Soils" requirements, etc.

6. We include pumping / de-watering required due to normal rain, snows, etc. We do not include any costs for remediation wells, site de-watering, site pumping, retaining, etc. of springs or any other underground water encountered below the existing ground-surface, etc. This clarification supersedes any information contained in the Soils Report, etc.
7. Any requirements within the specifications that are not possible or available as standard are not included within our Proposal (i.e. 5-year manufacturer's warranties, etc.).
8. We exclude additional costs and/or time as a result of a broadly defined act of war or terrorism or increases in security or procedures and/or security instituted or enforced as a result of or during any government alert or threat condition level above a "Guarded Condition".
9. Repair of existing Code Violations unless the remediation work is specifically detailed on the drawings, of any nature, is not included.
10. Manhattan excludes any responsibility or liability for patent, trademark, or copyright infringement claims based on content of the Contract Documents.
11. Manhattan requires that the Architect specifically detail all acceptable concrete moisture contents along with the acceptable testing method or include waterproofing membranes for any slab to receive flooring, roofing, or other impermeable coverings and susceptible to problems with trapped moisture.
12. We have included a temporary security person for construction activities when we are working on site only.

## **Division 02 Mass Demolition**

1. We include pumping / de-watering required due to normal rain, snows, etc. We do not include any costs for remediation wells, site de-watering, site pumping, retaining, etc. of springs or water encountered below the ground surface, etc. We did include dewatering of the new elevator pit.
2. We do not include any costs for any "unsuitable soils" for any reason. This includes rock, contaminated materials, hazardous materials, debris, groundwater, trash, waste, high moisture content, and/or anything other than "suitable soils" encountered below the top surface of the ground. Suitable soils are defined as existing in a condition ready for immediate re-use as fill materials and/or topsoil. Unsuitable soils and their delay to the schedule will be handled by change order, as encountered; all related delays will be added to the Schedule and the Contract Completion Date.

3. Shoring of the new elevator pit is included as a soldier pile and lagging excavation support system in lieu of chemical grout curtain as indicated in the structural drawings. The presence of clay at 5 feet below grade as indicated in the geo-technical report prevents chemical grout to penetrate the ground deep enough to effectively shore the area as needed.

### **Division 03 Concrete**

1. Foundation obstructions below surface not shown on demolition plans will be priced separately as they are encountered.
2. Rubbed, grout cleaned, smooth and/or architectural finish concrete is not provided.
3. Site retaining wall south of new ADA parking lot as noted on sheet AS3.1 is priced as detailed on C3/AS3.1. The site retaining wall detail on 11/S2.1 is excluded.

### **Division 04 Masonry**

1. Site retaining wall south of new ADA parking lot as noted on sheet AS3.1 is priced as detailed on C3/AS3.1. The site retaining wall detail on 11/S2.1 is excluded.

### **Division 06 Finish Carpentry**

1. Millwork has been included as fabricated and installed by AWI Standards
2. Due to the natural characteristics of wood veneers in regard to veining color variations, an exact matching of the Architect's single sample is extremely difficult. Manhattan will submit a range of sample veneers for approval including photos and/or personal inspection as necessary.

### **Division 08 Doors & Glass**

1. Exterior glazing to match existing is blue tint. This tint color is not a standard item. This glass tint may be manufactured in runs and only available at limited times during the year. Alternate glass tint colors may be proposed to keep with project schedule restraints.

### **Division 09 Finishes**

1. In circumstances where Finish Schedule conflicts with Floor Finish Plans and RCPs, the Finish Schedule was followed.
2. We have excluded any treatment of the existing slabs for moisture content in order to receive new finishes.

### **Division 10 Specialties**

1. Code compliant, to be confirmed and approved by the Architect, building identification signage for typical floors is included.

2. Fire Protection cabinets and fire extinguishers are included based on floor area and best knowledge with the documents provided.
3. We include Manufacturers' and/or Industry standard colors and sizes only, unless specified otherwise. Custom or special paint colors, finishes, tolerances, sizes, etc. are not included.
4. Markerboards, specified in section 101116 were unable to located in the plans are excluded.
5. We have included one (1) Cast Bronze Building Plaque and five (5) new Judicial Seals. A Judicial Seal was called out in Corridor C212 and one in each of the four renovated Courtrooms.

### **Division 12 Furnishings**

1. To obtain best value all furniture items will be provided via state contract pricing and purchased directly by owner. This proposal includes pricing for owner to purchase items noted as "contractor furnished" only. Items listed as owner furnished are not included.
2. New Roller Shades were included only at the Levels 1 and 2 where Remark #7 was shown in the Finish Schedule (see drawings ID5-1.C & ID5-2.C). We found no Roller Shades called out on Levels 3 and 4.

### **Division 14 Vertical**

1. Owner payment to Manhattan for elevators will be adjusted to reflect the payment terms of the selected elevator subcontractor. This may include required deposits and/or payments to initiate shop drawings, equipment procurement and delivery.
2. Elevator hoist ways, both structural and architectural, may be affected based upon final shop drawings and coordination with the design team. Costs associated with revising structural openings or revising architectural walls and finishes will be evaluated and paid for on a case-by-case basis.

### **Division 21 Fire Sprinkler**

1. It is anticipated that the water supply is adequate to meet the project requirements.
2. Fire protection piping is not painted.

### **Division 22 Plumbing**

1. Clean out or "Snaking" of existing plumbing systems is not included within the GMP

### **Division 23 HVAC**

1. Vacuuming and cleaning of any ductwork is not included.
2. Third Party QA/QC Services or testing is not included.

3. It is anticipated water and air supply is adequate to meet the project requirements.
4. Mechanical piping of any kind is not to be painted as there is no mechanical piping exposed to view.

### **Division 26 Electrical**

1. The electrical pricing is based on MC Cable where allowable by code.
2. Site electrical power branch circuitry for irrigation well, supply well, monument sign and lift station have not been shown and therefore have not been included.

### **Division 27 Tele Data Comm**

1. Cost for distributed antenna system (DAS) and public safety systems for radio communications are not part of the project and is excluded from this agreement.
2. Shielded structured cable system is included using shielded twisted pair F/UTP cabling and not U/FTP. There is a singular reference to U/FTP in specification section 27 15 00 however, Belden U/FTP is not sold in the United States.
3. The following items are to be provided by Owner per the documents and Addenda: fire alarm, UPS equipment package, WAPS and network equipment.

**Allowances**

1) Unforeseen Conditions.....	(With Owner Contingency)
2) Market Uncertainty / Escalation.....	(With Owner Contingency)
3) Owner Contingency.....	\$1,500,000

Allowances listed above are inclusive of labor, materials, equipment, subcontractor overhead and subcontractor fee unless noted as "Material Allowances".

Allowances noted as material allowances are inclusive of material delivered jobsite including sales tax as applies to the project. Material allowances do not include waste, labor, subcontractor overhead or subcontractor fee.

Allowances do not include cost for SDI or subcontractor bonding, Manhattan general conditions, insurance, permits, inspection, contingency, or Manhattan fee.

## Contract Amendment Requests

PER 34. Exceptions of Exhibit A, please find below our request for changes to the Contract and Contract Exhibits.

1. Exhibit B – Special Conditions Article 43 & 44 - All warranties shall be based on and start on Substantial Completion as per industry standard.
2. Exhibit B – Site Investigation Article 31 - Per Owner's request our previous unforeseen allowance was removed from the proposal as Unforeseen Conditions will be handled from the Owner's Contingency.
3. Exhibit B – Authority of The Design Professional and Design Professional Designees / Representatives. Article 18. - We take exception that the Architect shall be decide all ...”difficulties, and disputes of whatever nature...” Making the Architect/Design Professional the Initial Decision Maker would be acceptable similar to standard AIA language but should not be the final decision maker.
4. Exhibit B – Contract Time and Time Extensions Article 19. Change notification to 14 days in B and D. Make Design Professional the Initial Decision maker similar to AIA language but should not be the final decision maker.
5. Exhibit B – Claims and Disputes Article 24 - Change Days notification to 14 days for both Owner & Contractor. Change Written Support Data to 30 days after the claim event stops.
6. Appendix 1 – Permits. - This Appendix requires the Contractor to pay for permits before NTP is issued on the project. We would need a separate Notice to Proceed that releases Manhattan to pay for and obtain said permits and that states we will be reimbursed for obtaining them.
7. Exhibit B – Intent of the Contract Documents Article 13 – Change intended result to indicated result. Add language that states as our role as Contractor and not a designer. We are not designers and the Design Professional should own responsibility to design to Code, laws etc;.
8. Exhibit B Article 18 E.4 - We have excluded a Worksite Traffic Supervisor (Strike entirely)
9. Exhibit B Article 25 H. Strike Entirely.
10. Exhibit B Article 33C. Change Notification to 14 days.

11. Appendix 2 – Sample Change Order. Requires Manhattan to waive claims each pay application. Remove this requirement or note that should claims exist we are permitted to add a page of outstanding claims or change requests.
12. Exhibit B Article 21B – Liquidated Damages. Project shall be deemed complete when substantially complete. Use AIA definition of Substantial Completion.
13. Exhibit A Article 20 Strike language on indemnity surviving termination (except for occurrences pre-date completion or termination of the project.) Indemnity should be limited completely to our fault, negligence, or wrongdoing.
14. Exhibit C Builder's Risk Policy: Owner shall be responsible for deductibles.
15. Exhibit A Article 23. Please consider this notification of our intent to award portions of the work to Subcontractors.
16. Section H – Contract Time. After our evaluation, 490 days are needed to obtain substantial completion with an additional 45 days to final completion (535) total days.
17. Add AIA standard language (AIA A201 2007 – Articles 15.1.6) on Mutual Waiver of Consequential Damages. (Add Completely AIA 201 2007 15.1.6)



## **Hernando County Judicial Renovations Project**

### **Subcontractor Listing per Specification: 00 25 30 Subcontractor Listing**

***Manhattan reserves the right to modify and change subcontractors below after further cost review and after detailed subcontractor interviews are held to verify scope of work, sufficient workforce, schedule and that we are able to reach contract agreement***

**Work: Demolition**

**Firm: Milburn Demolition**

**Address: 8801 Maislin Drive, Tampa, FL, 33637**

**Phone: 813-980-1800**

**Representative: Ryan Moran**

**Work: Concrete**

**Firm: Liberty Concrete Structures**

**Address: 13650 W. Colonial Drive, Suite 190, Winter Garden, FL 34787**

**Phone: 407-864-2325**

**Representative: Jerry Johnson**

**Work: Concrete Unit Masonry (CMU)**

**Firm: Hooper's Concrete**

**Address: 16297 Cortez Blvd., Brooksville, FL 34601**

**Phone: 352-515-5874**

**Representative: Eric Hooper**

**Work: Brick**

**Firm: Hooper's Concrete**

**Address: 16297 Cortez Blvd., Brooksville, FL 34601**

**Phone: 352-515-5874**

**Representative: Eric Hooper**

**Work: Structural Steel**

**Firm: United Steel Works Inc.**

**Address: 12255 44th Street North, Clearwater, FL, 33762**

**Phone: 727-572-6669**

**Representative: Susan Woods**

**Work: Miscellaneous Metals**

**Firm: United Steel Works Inc.**

**Address: 12255 44th Street North, Clearwater, FL, 33762**

**Phone: 727-572-6669**

**Representative: Susan Woods**

**Work: Casework**

**Firm:** Mill-Rite

**Address:** 6401 47th Street N., Pinellas Park, FL 33781

**Phone:** 727-527-7808

**Representative:** Tim Belcher

**Work: Roofing**

**Firm:** Advanced Roofing Inc.

**Address:** 4909 West Knollwood Street, Tampa, FL 33634

**Phone:** 813-885-5811

**Representative:** Bill Lester

**Work: Fire Stopping**

**Firm:** SPC Construction Group

**Address:** 910 E. 127th Ave., Tampa, FL 33612

**Phone:** 813-972-1400

**Representative:** Eduardo Huerta

**Work: Doors and Frames**

**Firm:** Cook and Boardman LLC.

**Address:** 2165 Sunnydale Boulevard, Clearwater, FL 33765

**Phone:** 727-442-8645

**Representative:** Ralph Edwards

**Work: Aluminum Entrances, Curtain Wall and Glass and Glazing**

**Firm:** Countryside Glass & Mirror, Inc.

**Address:** 2650 Gandy Blvd, St. Petersburg, FL 33702, USA

**Phone:** 727-738-6000

**Representative:** Bernie Hill

**Work: Sliding Automatic Entrances**

**Firm:** Countryside Glass & Mirror, Inc.

**Address:** 2650 Gandy Blvd, St. Petersburg, FL 33702, USA

**Phone:** 727-738-6000

**Representative:** Bernie Hill

**Work: Finish Hardware**

**Firm:** Cook and Boardman LLC.

**Address:** 2165 Sunnydale Boulevard, Clearwater, FL 33765

**Phone:** 727-442-8645

**Representative:** Ralph Edwards

**Work: Plaster and Wallboard**

**Firm:** Mader Southeast, Inc.

**Address:** 5806 Breckenridge Pkwy, Suite A, Tampa, FL 33610

**Phone:** 813-628-5566

**Representative:** Billy Poulin

**Work: Tile Work**

**Firm:** Spectra Contract Flooring

**Address:** 1802 Grant Street, Ste 200, Tampa Florida 33605

**Phone:** 813-254-7278

**Representative:** Daniel Lee

**Work: Acoustical Ceilings**

**Firm:** Real Ceilings In Tampa

**Address:** 4930 West Commerce Street, Tampa, FL 33616

**Phone:** 813-837-8181

**Representative:** Kevin De Maille

**Work: Resilient Flooring**

**Firm:** Spectra Contract Flooring

**Address:** 1802 Grant Street, Ste 200, Tampa Florida 33605

**Phone:** 813-254-7278

**Representative:** Daniel Lee

**Work: Carpet**

**Firm:** Spectra Contract Flooring

**Address:** 1802 Grant Street, Suite 200

**Phone:** 813-254-7278

**Representative:** Daniel Lee Jr.

**Work: Acoustical and Wood Wall Panels**

**Firm:** Mill-Rite

**Address:** 6401 47th Street N., Pinellas Park, FL 33781

**Phone:** 727-527-7808

**Representative:** Tim Belcher

**Work: Painting**

**Firm:** Paramount Painting & Services, Inc.

**Address:** 4613 N. Hesperides St., Tampa, FL 33614

**Phone:** 813-715-9699

**Representative:** Chris Page

**Work: Specialties Products**

**Firm:** 145 Building Supply, Inc.

**Address:** 12150 SW 128 Ct., Suite 135, Miami, FL 33186

**Phone:** 305-387-5623

**Representative:** Ramon Melendez

**Work: Signage**

**Firm:** JSI Signage

**Address:** 801 West Bay Drive, 117, Largo, FL 33770

**Phone:** 813-693-1609

**Representative:** Kimberly James

**Work: Aluminum Canopy**

**Firm:** Logsdon and Associate

**Address:** 1521 Mount Vernon Street, Orlando, FL 32803

**Phone:** 407-529-4455

**Representative:** Ryan Logsdon

**Work: Detention Equipment**

**Firm:** Cornerstone Detention Products, Inc.

**Address:** 20871 Sandy Road, Tanner, AL 35671

**Phone:** 256-560-4237

**Representative:** Scott Copeland

**Work: Window Shades**

**Firm:** Neenon Blinds

**Address:** 3734 5th Ave N, St. Petersburg, FL 33713

**Phone:** 727-521-1701

**Representative:** David Pliner

**Work: Office and Court Furnishings**

**Firm:** Commercial Design Services

**Address:** 5805 Barry Road, Tampa, FL 33634

**Phone:** 813-886-0580

**Representative:** Justin Becker

**Work: Office and Court Furnishings (Court Benches)**

**Firm:** Sauder Manufacturing Company

**Address:** 1947 Rolling Green Circle, Sarasota, FL 34240

**Phone:** 941-378-4455

**Representative:** Doug Graber

**Work: Fire Suppression**

**Firm:** Cox Fire Protection

**Address:** 7910 Professional Pl, Tampa, FL 33637

**Phone:** 813-980-3282

**Representative:** Mike Zondlo

**Work: Plumbing**

**Firm:** American Mechanical Solutions

**Address:** 3152 Little Road, Suite 215, Trinity, FL 34655

**Phone:** 813-534-0010

**Representative:** Jordan Price

**Work: Mechanical**

**Firm:** American Mechanical Solutions

**Address:** 3152 Little Road, Suite 215, Trinity, FL 34655

**Phone:** 813-534-0010

**Representative:** Jordan Price

**Work: Electrical**

**Firm:** APG

**Address:** 4825 140th Avenue North, Clearwater, Florida 33762

**Phone:** 727-530-0077

**Representative:** John La Fuze

**Work: Electrical**

**Firm:** MCS of Tampa, Inc

**Address:** 8510 Sunstate Street, Tampa, FL 33634

**Phone:** 813-872-0217

**Representative:** Vincent Lendoiro

**Work: Court Technology**

**Firm:** Clark

**Address:** 1095 Windward Ridge Parkway, Suite 200, Alpharetta, GA 30005

**Phone:** 678-578-3461

**Representative:** Kyle Goyer

**Work: Security Technology**

**Firm:** MCS of Tampa, Inc

**Address:** 8510 Sunstate Street, Tampa, FL 33634

**Phone:** 813-872-0217

**Representative:** Vincent Lendoiro

**Work: Site Preparation**

**Firm:** Goodwin Bros.

**Address:** PO Box 1689, Brooksville, FL 34605

**Phone:** 352-796-0149

**Representative:** Tom Charlow

**Work: Utilities**

**Firm:** Goodwin Bros.

**Address:** PO Box 1689, Brooksville, FL 34605

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**Representative:** Tom Charlow

**Work: Paving**

**Firm:** Goodwin Bros.

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**Representative:** Tom Charlow

**Work: Landscaping**

**Firm:** Millennium

**Address:** 3471 Rackley Road, Brooksville, FL 34604

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**Representative:** James Slayton

**Work: Irrigation**

**Firm:** Millennium

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