Request for Proposals

for

Construction Management Services for

Phase I Renovations in the

Bank of America of Building

Proposal Number BC-

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

Release Date:

RFP Title: Request for Proposals for Construction Management Services for Phase I Renovations in the Bank of America of Building
Proposal Number: BC-00-00-04-00
Opening Date:

I. INTRODUCTION

Leon County requests proposals from qualified firms or individuals for the provision of comprehensive Construction Management services for Phase I projects in the Bank of America Tower and Tower Annex. Firms must have good Construction Management skills and depth of resources, and knowledge of the local and regulatory issues that are unique to work performed within Leon County.

This RFP includes a description of the scope of work, assignment of work, fees, and proposal instructions. Direct all inquiries regarding this RFP to the contact person named below; do not contact other County staff. Information provided by other than the below contact should be considered invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

Pre-Proposal Conference

A proposer's conference has been scheduled for, 2004 at 10:00 am in the Purchasing Bid Room, 2284 Miccosukee Road, Tallahassee, Florida 32308. Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. Attendance is not mandatory, but interested proposers are highly encouraged to attend. For a more efficient experience, attendees should read this document thoroughly to acquaint themselves with its content prior to the conference. Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP.

II. GENERAL INSTRUCTIONS:

A. The response to the proposal should be submitted in a sealed addressed envelope to:

Proposal Number: BC-00-00-04-00
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308

B. An **ORIGINAL** and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies.

C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.

D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

Only those communications which are in writing from the County may be considered as a duly

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authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

F. Your response to the RFP must arrive at the above listed address no later than _____, 2004 at 2:00 PM to be considered.

G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE' and may be returned unopened to the vendor.

J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.

K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.

L. The contents of the proposal of the successful firm will become part of the contractual obligations.

M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.

N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.

O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.

P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes 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 contractor, 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.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared

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ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

T. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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U. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

V. Local Preference in Purchasing and Contracting

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent (5%) of the total score shall be assigned for a local preference for local businesses. Vendors are directed to the evaluation criteria contained herein to be aware of any local preference points to be assigned for this request for proposals.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:

   a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

   b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

   c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

W. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at http://www.co.leon.fl.us/purchasing/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

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X. Assurance of Designated Team

Proposer shall assure that the designated staff, including subconsultants, is used for the work described in this RFP. Departure or reassignment of, or substitution for, any member of the designated team or subconsultant(s) shall not be made without the prior written approval of the County.

Y. Ownership of Information

All reports, documentation, and material developed or acquired by the consultant as a direct requirement specified herein shall become the property of Leon County. The consultant shall agree and understand that all discussions with the consultant and all information gained by the consultant as a result of the consultant's performance under the contract, shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of Leon County.

III. SCOPE OF SERVICES:

A. The firm selected shall be required to provide comprehensive Construction Management services for Phase I projects in the Bank of America Tower and Tower Annex. The projects contained in Phase I are:

1. Renovate basement BOA Annex as Minimal Upgrade (partial floor) for BCC and Clerk Storage
2. Renovate 1st floor BOA Annex as Minimal Upgrade (partial floor) for Clerk's Imaging and OR
3. Renovate 2nd floor BOA Annex as Minimal Upgrade (partial floor) for Property Appraiser and Tax Collector Field staff
4. Renovate 8th floor BOA Tower as Minimum Upgrade (partial floor) for Guardian Ad Litem
5. Renovate P2 Mailroom BOA as Permanent Upgrade (partial floor) for BCC MIS
6. Install chilled/hot water pipes and telecom conduit from P3 Courthouse to P2 BOA MIS Room and BOA Main Mechanical Room as Permanent Major Infrastructure Upgrade
7. Renovate 1st floor BOA Tower as Minimal Upgrade (partial floor) for Supervisor of Elections
8. Renovate P-1 BOA Tower as Permanent Upgrade (partial floor) for Supervisor of Elections
9. Renovate 2nd floor BOA Tower as Minimum Upgrade (partial floor) for Tax Collector
10. Renovate 4th floor BOA Tower (partial floor) for Clerk Finance, Audit and HR
11. Add Stairs and Elevator at SE Corner of BOA Parking Deck as Permanent Improvement
12. Renovate 3rd floor BOW Tower as Permanent new construction (total floor) for Property Appraiser

B. Tasks for the Construction Manager will include, but shall not be limited to those specified below. These are an overview of specific tasks that are contained in the attached draft contract for services which should be used as the basis for development of your proposal.

1. Pre-Project Consultation. At the outset of a project assist County staff with project record keeping needs and methods. Help to develop possible construction and project

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budgets, labor/resource allocation.

2. Project Scheduling. Assist the County and prepare pre-design, design, and construction scheduling, including A/E deliverable submittals and review periods, milestones, and updates as necessary.

3. Project Oversight. Provide on-going project administration and tracking services. Monthly updates and reports that check and evaluate performance and costs, accuracy, completeness, and efficiency of team members, contractors, etc.

4. Project Status Evaluation. Identify and investigate project issues, job documents, and tracking for costs, claims, and other potential recoverable costs.

5. Change Order/Claim. Research, investigate, substantiate, interpret and identify issues in schedules, reports, exhibits that could be used in claims by other parties seeking compensation against the County.

6. Project Inspections: Assist the County in performing periodic inspections, observing discrepancies and omissions in the work performed by the Contractor.

7. Preconstruction Phase – Review of Plans and Specifications

   7.1 Attend meetings between the County and its architectural and engineering consultants, during the respective design phases of the project. Major project phases include programming, schematic design, design development, construction documents, bidding, construction, post construction. The Consultant/Construction Manager (CM) shall review documents/deliverables resulting from these phases and make recommendations to the County concerning acceptability, applicability, feasibility and constructability. The CM shall consider the site, the foundations and super structure, building systems, building materials, code compliance, alternate methods, economics, material/labor availability, time schedules and any other relevant issues.

   7.2 Value Engineering may be used at the various stages of design to review durability, maintenance, installed costs, and operational costs. The CM shall make recommendations to the County in regard to specified materials, systems and equipment for evaluating short term, long term, and life cycle costing.

   7.3 Alternative Methods and Materials shall be recommended after review of plans and specifications, especially at conclusion of Design Development, where appropriate for successful project delivery, better technology, elimination of constraints, etc.

   7.4 Critical Path Schedule shall be developed, if not at inception of the project, then no later than conclusion of the Design Development phase in a format acceptable to the County and compatible with Primavera or Microsoft Project. The schedule shall incorporate all pre-bid activities as well as construction operations of the project including a realistic activity sequence and duration, inclusive of submittal, review, approval of shop drawings and samples, delivery of long lead items, and other activities relevant to the expeditious pursuit of the project.

   7.5 Budget Review shall occur at the various project phases, including review of A/E estimates, and CM shall advise the County of any discrepancies and suggest revisions and adjustments as necessary to reflect the most probable project cost.

8. Bidding Phase

   8.1 CM shall prepare bid packages and facilitate the bidding and award of the construction contract, including those projects with phased contracts. Coordinate General Conditions, Special Conditions and Division 1 with Technical Sections 2-

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16, provided by other consultants to ensure coordination, completeness and compliance with appropriate statutes, regulations, and policies.

8.2 Prepare permissible qualification criteria for contractors, establish bidding schedules, conduct pre-bid conferences and walkthroughs to familiarize the bidders with the documents, management techniques, and any special features, systems, materials, or methods required in the bid package.

8.3 Upon receipt of bids the CM shall prepare a bid analysis, including review of the acceptability of contractors, subcontractors, specialty contractors, material suppliers, and prepare recommendations for acceptance or rejection.

9. Construction Phase

9.1 During the construction phase the CM shall be the interface between the County and the contractor. The CM shall meet with the County Project Manager, the Contractor, and the Architectural/Engineering firms as conditions and construction activities dictate, to discuss scheduling, foreseeable problems, equipment and material delivery delays, sub-contractor performance, safety, and any other issues pertinent to the pursuit of the project. These meetings shall be documented by the CM and copies of minutes disseminated to the attending parties, project files, and other participants. The CM or a qualified member of their staff shall be present at the site during significant construction activities, inspections and testing. Designated County personnel shall have access, at all times, to the facilities and all records and documentation.

9.2 The CM shall review all requests for payment for construction work in place and make recommendations to the Project Manager as to the validity of the request. All recommendations and communications by the CM to the County that will affect the construction cost shall be in writing.

9.3 The County, without invalidating the construction contract, may order changes in the work within the general scope of the contract, consisting of additions, deletions, or other revisions. The CM shall review County requests for changes, and prepare Proposed Change Order (PCO) to obtain quotations from the affected contractors. The PCO shall define the exact scope of the work, include drawings and specifications from the Architect/Engineer. The CM shall obtain quotations from the contractor, submit recommendations, issue appropriate change orders or assist County in preparing change orders, and process changes to the work in a timely and expeditious manner, so as not to impede the progress of the work.

10. Quality Control. The CM shall review the work of the contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the County, to assure that the work performed and materials furnished are in accordance with the contract documents. In the event of interpretation of the meaning of the intent of the contract documents becomes necessary, the CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the contractor. The CM will review disputes involving quality of workmanship with the County and appropriate parties for resolution.

11. Inspections. Assist the County in performing periodic and final inspections. At all inspections preceding the final inspection, the CM shall furnish a detailed report of observed discrepancies, and omissions in the work performed by the contractor, trade or specialty contractor.

12. Monitoring the Schedule. The CM shall monitor the construction schedule and shall provide the County with summary reports documenting changes that impact the ability to deliver the project within the established time frames, including the tasks that are on the critical path. Advise the County on methods to correct or revise the sequencing to

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bring the project back on schedule.

13. Shop Drawings and Submittals. The CM shall review the schedule for preparation, submittal, review, and approval of drawings, catalogs, material samples. The CM shall review for completeness and transmit to the appropriate parties for review and approval of all shop drawings, catalogs, materials, and other submittals as required to meet the requirements of the specifications and schedule. The CM shall diligently expedite the submission and review process to avoid delays. If submittals and approvals are not received in a timely manner, the CM shall ascertain the cause and recommend action to eliminate further delays.

14. Testing. The CM shall facilitate and coordinate all quality control testing of soils, building materials, systems, and equipment during the course of construction. The scope of this testing will be jointly determined by the County, the CM, A/E firm, and testing firms consistent with the provisions of the contract documents. The CM shall coordinate with appropriate parties to plan, schedule and notify testing firms of procedures, test dates, result reports, and distribution during construction.

15. Safety. The CM shall monitor that safety and accident prevention measures are established and maintained at the site. Any observed hazardous conditions, violations, or potentially hazardous conditions shall be reported immediately to the contractor's supervisory personnel onsite. A written report of such incident and follow-up report of the remediation shall be provided to the contractor and the County project manager.

16. Project Records.

    16.1 The CM shall maintain records at the job site, including a current set of the contract documents, a project log, and photographic record of construction progress and problems. Such logs and records shall at all times by available to the County. The CM shall furnish weekly written progress reports of the work in a form acceptable to the County.

    16.2 The CM shall process Requests for Information (RFI) from the contractor. The CM shall track and monitor RFI's and maintain a log of each RFI and its status until resolved. The CM shall obtain any necessary information or determination from the A/E consultants in order to make a recommendation and prepare a response on behalf of the County. All such responses shall be reviewed and approved by the County project manager before dispersal to affected parties.

    16.3 The CM shall process and track all PCOs and maintain a log of each and its status, relation to RFIs if any, and incorporation into Change Orders.

    16.4 The CM shall produce, track, and log other written documents for the project as necessary. These may include clarifications, memorandum, California Preliminary Notices, directives, etc. which are not generated by other forms of documents, such as contractor generated RFIs.

    16.5 The CM shall maintain a comprehensive and organized file of photographs, filed by event, date, or problem, relationship to problem or RFI, etc. in such a manner as to facilitate ease of recovery after project completion.

    16.6 The CM shall deliver all records, logs, photographs and documents in an organized format to the County at the completion of the project.

C. FEES

1. Phase I - Pre-Construction Management Services Fee in a lump sum amount, from the schematic design through the bidding phase for the Project as set forth more specifically in Article 9, Section I of the draft agreement. The Phase I – Pre-Construction Management Services Fee shall not be included in the Guaranteed

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Maximum Price (GMP).

2. Phase II - Construction Management Services Fees, Overhead and Profit Fees, and Cost of Projects as outlined in Article 9 of the draft agreement shall be developed and contained in the Guaranteed Maximum Price for the project.

IV. PREPARATION OF PROPOSAL – REQUIRED CONTENT

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size.

All submittals shall contain the following elements, and in the order given:

A. Cover Letter with the following information:

1. Name and Mailing Address of Firm (include physical location if mailing address is a PO Box); Contact Person, Telephone Number and Fax Number; and

2. A statement that the submitting firm will perform the services as described in the Scope of Work.

B. Confidentiality: All submittals will be considered public information and, subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Proposers shall specify in their Cover Letter if they desire that any portion of their submittal be treated as proprietary and not to be released as public information. However, proposers should be aware that all such requests may be subject to legal review and challenge.

C. Signatory Requirements: The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the vendor to adhere to the provisions described in this RFP and a commitment to enter a binding contract. As such, submittals which are signed:

For a partnership, shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm; OR

For a corporation, shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer; OR

By an individual doing business under a firm name, shall be signed in the name of the individual doing business under the proper firm name and style.

D. Firm's Organization Chart designating specific individuals and consultants proposed to be assigned to the County's project.

E. Background & Experience – Provide a narrative containing the following information:

1. Qualifying background and experience of firm and personnel with public or government projects similar to those described in Sections 5.0 and 6.0.

2. Firm size, current workload and ability to perform based on current projects.

3. Past performance and service, including relevant references.

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4. Ability to provide deliverables in the following formats:
   a) CADD drawings in AutoCAD 2000
   b) Word documents in Microsoft Word
   c) Spreadsheets in Microsoft Excel
   d) Schedules in Microsoft Project

F. Fee Schedule

Provide a complete fee schedule for all services to be delivered for the Phase I - Pre-Construction Management Services as outlined herein.

G. Contractor's Licensing Requirements

1. Contractor shall possess appropriate licensing as required by Florida statutes which mandate specific licensing for Contractors engaged in the type of work covered by this solicitation. Further, Contractor shall meet all requirements of the State of Florida, Department of Business and Professional Regulation, Construction Industries Licensing Board and licensure and/or registration requirements of other federal, state, regional, County or municipal agencies having jurisdiction over the specified construction work.

2. Said licenses shall be in the Bidder's name as it appears on the Proposal Form. Respondent shall supply appropriate license numbers with expiration dates as a part of their proposal and complete the Contractors Business License information sheet enclosed. Failure to possess and provide proof of proper licensing, certification, and/or registration may be grounds for rejection of the bid.

3. Respondent shall provide copies of all applicable licenses with their proposal.

4. Subcontractors contracted by the Contractor shall be licensed in their respective fields to obtain construction permits from the County. All licenses must be in the name of the subcontractor. It shall be the responsibility of the Contractor to enforce this provision. The County reserves the right to inspect all licenses at any time and may find the Contractor in default should appropriate documentation or licenses not be produced.

H. Other Required Forms. Provide participation information and acknowledgment of the Leon County Minority/Women Business Enterprise and Equal Employment Policies (forms attached); Certification Regarding Debarment, Suspension, And Other Responsibility Matters; ad Insurance Certification Forms.

V. SELECTION PROCESS

A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.

B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.

C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.

D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC

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representative shall then undertake negotiations with the third most qualified firm.

E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

F. The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Evaluation Criteria	Maximum Points Possible
Qualifying background and experience of firm and personnel, including similar public and government projects	35
Capacity to perform as evidenced by the firm size and current workload Capacity to perform as evidenced by the firm size and current	20
Past Performance and Service	10
Results of Reference Checks	10
Ability to provide deliverables in the required format	5
Volume of BCC work	5
Minority Business Enterprise Participation	10
Local Preference	5
Total Possible Points:	**100**

G. The volume of BCC work criteria shall be based upon the dollar value of payments made by Leon County to each contractor for the prior two year period. Points shall be assigned based on the volume levels in the following chart:

Dollar Volume	Points
$0 - $50,000	5
$50,001 - $100,000	4
$100,001 - $200,000	3
$200,001 - $300,000	2
$ 300,001 - $600,000	1
More than $600,000	0

VII. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County, Its officers and employees, from all liabilities, losses and costs, including, but not limited to reasonable attorney's fee, to the extent caused by the negligence or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient

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consideration for the Contractor's indemnification of the County.

VIII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women Business Enterprise Requirements

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority/Women Business Enterprise Program. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase MWBE utilization.
3. Provide increased levels of information and assistance available to MWBEs.
4. Implement mechanisms and procedures for monitoring MWBE compliance by prime contractors.

Each bidder is strongly encouraged to secure MWBE participation through purchase of those goods or services to be provided by others. Firms responding to this RFP are hereby made aware of the County's goals for MWBE utilization. Respondents should contact Agatha Muse-Salters, Leon County MWBE Director, at phone (850) 488-7509; fax (850) 487-0928 for additional information. Respondents must complete and submit the attached Minority/Women Business Enterprise Participation Plan form. **Failure to submit the form will result in a determination of non-responsiveness for your proposal.**

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where MWBE's are used as follows:

MWBE Participation Level		Points
_____	The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's MWBE policy.	10
_____	The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____	The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified MWBE Firm(s), and has identified in the proposal the MWBE Firm(s) that it intends to use.	6

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

IX. INSURANCE INDEMNITY AND WAIVER OF SUBROGATION

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A. INDEMNIFICATION RIDER - The CONSTRUCTION MANAGER shall pay on behalf of or indemnify and hold harmless the COUNTY, its officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act of neglect, omission or default of the CONSTRUCTION MANAGER to the extent arising out of or in any way connected with the CONSTRUCTION MANAGER'S (or CONSTRUCTION MANAGER'S officers, employees, agents, volunteers and Trade Contractors) performance or failure to perform under the terms of this Agreement. In conformance with Section 725.06 Florida Statutes, the specific consideration given for the promises of the CONSTRUCTION MANAGER set forth in this Article is one dollar ($1.00) in hand paid by the COUNTY to the CONSTRUCTION MANAGER, receipt thereof is hereby acknowledged and the adequacy of which the CONSTRUCTION MANAGER accepts as completely fulfilling the obligations of the COUNTY under the requirements of Section 725.06 Florida Statutes. This section of the Agreement will extend beyond the term of the Agreement.

B. BONDS - The CONSTRUCTION MANAGER shall provide to the COUNTY a 100% Performance Bond and a 100% Labor and Material Payment Bond for an aggregate amount not less than the total GMP and inclusive of the CONSTRUCTION MANAGER'S fees, at the time that the Guaranteed Maximum Price is accepted. These bonds shall remain in effect at least until one year after the date when the final payment is approved. Any bonding company submitting performance bond or payment bond must be licensed to transact a fidelity and surety business in the State of Florida, and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved by July 30, 1947 (U.S.C. 613) and approved by the COUNTY. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best rating of "A" or better and a "T" underwriting limitation not exceeded by this Project's bond.

Performance and Payment and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor, the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)_____ _____, which is located in Tallahassee, Florida. "

C. CONSTRUCTION MANAGER'S INSURANCE - Before performing any work on the Agreement, the CONSTRUCTION MANAGER and/or sub-consultant and/or sub-contractor to procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Florida Department of Insurance and meet a minimum financial A.M. Best & Company rating of A:VII.

1. Insurance Coverage:

   a. The CONSTRUCTION MANAGER shall carry Worker's Compensation Insurance on behalf of all employees who are to provide a service for this project, as required under Florida Laws Chapter 440 and Employers Liability of limits no less than $500,000 each accident, $500,000 disease - policy limit, $500,000 disease - each employee. Waiver of Subrogation in lieu of Additional Insured is required.

   b. Commercial General Liability - including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 per aggregate covering all work performed under this project.

   c. Automobile Liability - including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed for this project. (Limits may be satisfied by combining an Umbrella form and the Automobile form

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for a combined total limit of $5,000,000).

d. Umbrella Liability - With limits of not less than $5,000,000 per occurrence covering all work performed under this contract.

e. Hazardous Materials Insurance - For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency.

1) If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the County Risk Management Office has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

2) Contractors Pollution Liability - for sudden and gradual occurrences and in an amount no less that $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to all hazardous materials identified under the contract.

3) Asbestos Liability - for sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract.

4) Disposal - When applicable, the contractor shall designate the disposal site and furnish a certificate of insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $3,000,000 per claim and $3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $6,000,000 per claim and $6,000,000 in the aggregate.

5) Hazardous Waste Transportation - When applicable, the contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $1,000,000 annual aggregate and provide a valid EPA identification number.

6) Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the contract.

f. Performance and Payment Bonds - with limits of not less than 100% of the GMP. These bonds shall remain in effect at least until one year after the date when the final payment is approved.

g. Builders Risk Insurance - The CONSTRUCTION MANAGER will provide all Builders Risk Coverage.

2. Policy Form

a. All policies, required by this contract, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the Risk Management Office, are to be written on an occurrence basis, shall name the County of Leon, its Commissioners, Officers, Agents, Officials, Employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Worker Compensation,

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shall agree to waive all rights of subrogation against the County of Leon, its Commissioners, Officers, Agents, Officials, Employees or Volunteers.

b. Insurance requirements itemized in this contract, and required of the Contractor, shall be provided by or in behalf of all subcontractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c. Each insurance policy required by this contract shall:

1) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

2) Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Leon County Risk Management Office.

d. The County of Leon shall retain the right to review, at any time, coverage, form, and amount of insurance.

e. The procuring of required policies of insurance shall not be construed to limit Contractors' liability nor to fulfill the indemnification provisions and requirements of this contract.

f. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Leon County is an insured under the policy.

g. Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the County Risk Management Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor/Subcontractor/ Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the County contract number and description of work, are to be furnished to the County Purchasing Division (2284 Miccosukee Road, Tallahassee, FL 32308) prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the Purchasing Division before the Contractor will be allowed to commence or continue work.

i. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/ Subcontractor's/ Consultant's insurance company and the County Risk Management Office as soon as practicable after notice to the insured.

X. ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard,

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rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

DRAFT

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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Cliff Thaell, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

DRAFT

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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STATEMENT OF NO PROPOSAL

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Please Explain)

_____

_____

_____

_____

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

DRAFT

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Leon County Board of County Commissioners

   by_____
   [print individual's name and title]

   for_____
   [print name of entity submitting sworn statement]

   whose business address is: _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

   business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally known _____ OR Produced identification _____
(Type of identification)

_____
NOTARY PUBLIC

Notary Public - State of _____

My commission expires:_____

_____
Printed, typed, or stamped commissioned name of notary public

DRAFT

Form PUR 7068 (Rev 06/11/92)

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

RESPONDENT_____

MBE Participation Levels		**Points**
_____	The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's MWBE policy.	10
_____	The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____	The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified MWBE Firm(s), and has identified in the proposal the MWBE Firm(s) that it intends to use.	6

MWBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for MWBE participation credit. Please provide the following information for each MWBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

Name, Address, and Phone	Materials/Services	Amount	Group

Total Value of MWBE Participation: $ _____
Total Project Base Bid: $ _____
MWBE Participation as % of Total Base Bid: _____%

The vendor acknowledges the Leon County MWBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: _____ Title: _____ Date_____

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

_____

DRAFT

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____
Business Auto:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____
Professional Liability:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

_____

_____

_____

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

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Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

_____ Signature of Authorized Representative

_____ Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___.
By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____as identification.
(type of identification)

_____ Signature of Notary

_____ Print, Type or Stamp Name of Notary

_____ Title or Rank

_____ Serial Number, If Any

Return Completed form with supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

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CONTRACTOR'S BUSINESS INFORMATION

Florida Construction Industries Licensing Board

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee_____

Alternate Licensee_____

License Type_____

License Number:_____ Expiration Date_____

Qualified Business License (certificate of authority) number _____

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

Type of Business Organization

( ) Sole Proprietorship ( ) Partnership ( ) Joint Venture ( ) Corporation

State of Incorporation_____

Federal ID number _____

Authorized Signatories/Negotiators

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

Name	Title	Telephone Number	E-mail

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE THIS _____ DAY OF _____, 20___.

By:_____ Title:_____

Printed Name and Title:_____

RFP Title: Request for Proposals for Construction Management Services for Phase I Renovations in the Bank of America of Building
Proposal Number: BC-00-00-04-00
Opening Date:

AGREEMENT
FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT made this ___ day of _____, 2005 by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**" and _____, hereinafter referred to as the "**CONSTRUCTION MANAGER**".

WITNESSETH

WHEREAS, the County intends to undertake the Project described as the design and construction of the Bank of America Building Renovations, Phase I, and employ the CONSTRUCTION MANAGER in connection with this Project, said Project to include 12 separate phases.

WHEREAS, the CONSTRUCTION MANAGER has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and accepts the relationship of trust and confidence established between it and the COUNTY by this Agreement.

WHEREAS, the CONSTRUCTION MANAGER covenants with the COUNTY to furnish its skill and judgment and to cooperate with the COUNTY and the Architect in furthering the interests of the COUNTY and agrees to furnish efficient business administration and superintendence and to use its efforts to complete the Project in the best and soundest way and consistent with the interest of the COUNTY.

NOW, THEREFORE, the COUNTY and the CONSTRUCTION MANAGER, in consideration of the mutual promises and covenants contained herein, do agree as follows:

ARTICLE 1
COMPENSATION, PROJECT TEAM AND DEFINITIONS

I. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGEMENT SERVICES FEES.

A. The COUNTY shall pay the CONSTRUCTION MANAGER for the professional services rendered hereunder and completed in accordance with the terms of this Agreement, more specifically described in Articles 2, 7, 8, & 9 Section I A, B & C of this agreement, and pursuant to Articles 11, 12, 14, 15, 16 & 18 of this agreement, and further described in Exhibit E, FEE SCHEDULE, attached hereto and made a part hereof by reference for performing the following:

1. Phase I - Pre-Construction Management Services Fee in the lump sum amount of _____ ($_____), from the schematic design through the bidding phase for the Project as set forth more specifically in Article 2 Sections IV which are necessary to provide the services as outlined in this Agreement, said total Phase I – Pre-Construction Management Services Fee shall not be included in the Guaranteed Maximum Price (GMP). The Phase I – Pre-Construction services shall commence upon the CONSTRUCTION MANAGER'S receipt of the written Notice to Proceed (NTP) from the COUNTY'S PROJECT MANAGER and shall continue through the completion in accordance with the time limits established in Exhibit D – Project Schedule.

B. When the Construction Documents (Exhibit B), Guaranteed Maximum Price (GMP), and other descriptive documents defining the work are satisfactorily completed, said documents to GMP shall be identified and incorporated as part of this Agreement by mutually agreed upon written amendment to this Agreement issued by the County

C. This Agreement between the COUNTY and the CONSTRUCTION MANAGER supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Construction Documents and may be amended only by written amendment executed by both parties.

II. THE PROJECT TEAM

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A. The COUNTY, the CONSTRUCTION MANAGER and the ARCHITECT, called the Project Team, shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect shall work jointly with the CONSTRUCTION MANAGER during design and through final construction completion will provide leadership during the design phase with support from the CONSTRUCTION MANAGER. The Architect shall be available thereafter should additional services be required. The CONSTRUCTION MANAGER shall provide leadership to the Project Team on all matters relating to construction.

B. The specific representatives of the team are shown in Exhibit A, Project Team, attached hereto and made a part hereof by reference.

III. DEFINITIONS

A. COUNTY'S PROJECT MANAGER - The individual designated by the County in this Agreement to provide direct communication with the CONSTRUCTION MANAGER and the ARCHITECT with respect to the COUNTY'S responsibilities. The COUNTY'S PROJECT MANAGER shall be as designated in Exhibit A - Project Team.

B. Architect - The Architect for the Project is identified in Exhibit A, Project Team.

C. Construction Documents - The scope of work for which the CONSTRUCTION MANAGER is retained is the construction, on the terms and conditions herein set forth, and described generally in Exhibit B, Construction Documents, attached hereto and made a part hereof by reference.

D. Construction Manager: The licensed firm selected by the County to implement, direct and control the construction of the Project and to perform the Construction Management services selected for the Project and key staff is further identified in Exhibit A, Project Team.

E. County's Construction Budget - The portion of the Leon County Capital Improvement Program (CIP) funds specifically budgeted for construction of this Project. The County's construction budget, including the CONSTRUCTION MANAGER'S fees, is identified in Exhibit C; County's Construction Budget, attached hereto and made a part hereof by reference. This acknowledgment of the County's budgeted funds is not to be construed as the CONSTRUCTION MANAGER'S Guaranteed Maximum Price. Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

F. Permitting Authority - The City of Tallahassee building and other applicable permits and is responsible for code inspections on projects administered by the City, within the jurisdiction of Leon County.

G. Project - The Project is the total work to be performed under this Agreement for the construction of the Phase I Renovations to the Bank of America Building in the County of Leon.

H. Trade Contractor - Those contractors having a direct contract with the CONSTRUCTION MANAGER for the performance of the work.

ARTICLE 2
CONSTRUCTION MANAGER SERVICES

The services, which the CONSTRUCTION MANAGER shall provide, include those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

I. LICENSES - The CONSTRUCTION MANAGER shall be appropriately licensed to do business as a Contractor in the City of Tallahassee, Leon County, and the State of Florida. The CONSTRUCTION MANAGER shall possess appropriate licensing as required by Florida statutes which mandate specific licensing for Contractors engaged in the type of work covered by this agreement. Further, Contractor shall meet all requirements of the State of Florida, Department of Business and Professional Regulation, Construction Industries Licensing Board and licensure and/or registration requirements of other federal,

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state, regional, County or municipal agencies having jurisdiction over the specified construction work.

2. Said licenses shall be in the CONSTRUCTION MANAGER'S name. CONSTRUCTION MANAGER shall supply appropriate license numbers with expiration dates as a part of their bid documents and upon request of the COUNTY. Failure to possess and provide proof of proper licensing, certification, and/or registration may be grounds for termination of the agreement.

3. Subcontractors contracted by the Contractor shall be licensed in their respective fields to obtain construction permits from the County. All licenses must be in the name of the subcontractor. It shall be the responsibility of the Contractor to enforce this provision. The County reserves the right to inspect all licenses at any time and may find the Contractor in default should appropriate documentation or licenses not be produced.

II. PROJECT MANAGEMENT INFORMATION SYSTEM

A. Notwithstanding anything contained herein, it is expressly understood that the CONSTRUCTION MANAGER'S project controls systems, including without limitation: estimating, scheduling, purchasing, cost reporting, project engineering systems and all modifications, additions or alterations thereto, are and shall remain the sole property of the CONSTRUCTION MANAGER. All work plans and specifications developed for this Project shall become the property of Leon County Government and may not be re-used by the CONSTRUCTION MANAGER. Unless otherwise specified herein, the plans and specifications to be submitted in final form as delineated in this Agreement, but must include the specifications in "MS Word" format and plans produced using a version of AutoCAD compatible with the County's CAD system.

B. The ARCHITECT (inclusive of all sub-contractors) shall prepare all documents, where applicable, with the use of AutoCAD by AutoDESK (latest version) with A.S.G. Core/Architectural Menus (latest version) that is compatible with the County CAD system or as specified by the County PROJECT MANAGER. Other third party software architectural packages will be considered only if pre-approved by the County PROJECT MANAGER as an equivalent.

C. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing COUNTY systems. In general, the COUNTY is standardized on Novell-Networked IBM compatible personal computers running Windows software. Current COUNTY standards for PC software are available from the Leon County Management Information Systems Division.

D. Commencing immediately after the Leon County Board of County Commissioners' approval and a Notice to Proceed (NTP), 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.

1. The reports, documents and data to be provided shall represent an assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a basis for identifying variances and problems and for making management decisions. An executive summary report will be furnished to the COUNTY and the Architect, monthly and shall accompany each pay request.

2. If requested by the County PROJECT MANAGER, the CONSTRUCTION MANAGER shall conduct a workshop for participants designated by the County PROJECT MANAGER as required to provide instruction. This workshop shall facilitate each participant's use and understanding of the PMIS; shall support, in-part, the function of organizing in concert with the Architect for the design and construction of the Project; and shall establish, with the full concurrence of the County PROJECT MANAGER and the Architect, procedures for accomplishing the management control aspect of the Project.

3. The PMIS shall be described in terms of the following major sub-systems:
   a) Monthly Narrative Reporting
   b) Weekly Schedule Control
   c) Cost Control and Estimating

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d) Project Accounting
e) Accounting and Payment
f) Action Reports
g) Critical Issues - Look Ahead

E. Narrative Reporting Sub-System

1. The CONSTRUCTION MANAGER shall prepare written reports as described hereunder. No other PMIS Narrative Reports shall be required. All reports shall be on letter size (8-1/2" x 11") format.

2. The Narrative Reporting Sub-System shall include the following reports:

a) Monthly Summary - which generally provides an overview of current issues and pending decisions, future developments and expected achievements and any problems or delays including code violations found by the Permitting Authority and a plan for corrective action..

b) Monthly Cost Narrative - describes the current construction cost estimate status of the Project. Specific attention to Contract Amendment and Field Change Order status (i.e., amount, reason for change, responsibility), claim status or potential claims will be addressed in detail.

c) Monthly Scheduling Narrative - summarizes the 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. The report shall be submitted on a diskette using a scheduling software system and digital program format acceptable to the County PROJECT MANAGER.

d) Monthly Accounting Narrative - describes the current cost and payment status of the entire Project. This Report shall relate current encumbrances and expenditures to the budget allocations.

e) Monthly Construction Progress Report - summarizes the work of the various Trade Contractors during the construction phase. 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.

f) Daily Construction Diary - describes events and conditions on the site and shall be maintained at the site by the CONSTRUCTION MANAGER during the construction phase and available to the COUNTY and Architect. A bound copy of the complete diary shall be submitted to the COUNTY at the conclusion of the Project.

g) Monthly MWBE Reporting: A monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

3. The reports outlined 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. Four (4) or more copies shall be transmitted: two (2) to the COUNTY, two (2) to the Architect, and others as designated by the County PROJECT MANAGER by the 15th day of each consecutive month.

F. Schedule Control Sub-System

1. The operation of this Sub-System shall provide a weekly time-scaled critical path network schedule and bar chart schedule that illustrates activities and their logical relationships.

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This Schedule Control Sub-System will be used to plan, analyze and control progress during the planning, design, and construction and occupancy phases of the Project.

All changes in the planned sequence, interrelationship, description or duration of any activity shall be incorporated into the networks as they are determined. The CONSTRUCTION MANAGER shall distribute critical path plots and bar charts to the County PROJECT MANAGER and the Architect. The CONSTRUCTION MANAGER shall utilize a software system acceptable to the County PROJECT MANAGER, such as Word Project 4.0®, for all scheduling functions.

2. The CONSTRUCTION MANAGER shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

   a) Master Project Schedule - Upon award of this Agreement, the Project Team shall prepare a Master Project Schedule covering the planning, design, approval, construction and 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 by the CONSTRUCTION MANAGER. The County PROJECT MANAGER shall receive input from the Project Team and shall be the sole decision-maker of activities dealing with long-term impact on the Schedule after having fully considered the concerns and the comments of each of the Project Team members.

   b) Pre-Bid Schedules (Sub-Networks) - 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 Trade Contractors and shall establish milestones keyed to the overall Master Project Schedule.

   c) Construction Schedules (Sub-Networks) - Upon the award of each Trade Contract, the CONSTRUCTION MANAGER shall jointly with the Trade Contractor 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 Trade Contractors. 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 Trade Contractor.

   d) Occupancy Schedule - The CONSTRUCTION MANAGER shall jointly with the Architect and County PROJECT MANAGER develop a detailed plan, inclusive of substantial completion inspections, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final occupancy of the Project.

   e) Warranty Schedule - Provide scheduled activities for evaluating the condition of the Project materials and equipment near the end of the warranty period and provide a schedule for corrections as needed.

G. Cost Control Sub-System

1. The operation of this Sub-System shall provide sufficient data and detail to assist the Project 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, should not exceed the maximum total Project budget. Requirements of this Sub-System include the following submissions for estimates:

   a) The CONSTRUCTION MANAGER shall prepare the estimates based upon the

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content of the complete schematic and design development and construction documents submissions. The CONSTRUCTION MANAGER will be expected to comment on the content and the completeness of the submission.

b) It is anticipated that the Primary Value Engineering Activities of the CONSTRUCTION MANAGER shall take place concurrently with schematic and design development.

c) Upon completion of each major design phase and upon review by the Project Team, the CONSTRUCTION MANAGER will prepare an estimate for the costs of the construction for the Project.

d) It is anticipated that the Guaranteed Maximum Price will be requested during the construction documents/bidding phases. Several Guaranteed Maximum Prices may be required, depending upon how the Project is phased.

H. Project Accounting Sub-System

The operation of this Sub-System shall enable the Project Team to plan effectively and to monitor and control the funds available for the Project. Major financial factors such as: cash flow, costs, Amendments, Field Change Orders, payments and other such indicators are compared to the budget, the estimate, total commitment, amounts invoiced and amounts payable. The analysis of this information, updated monthly, serves as a basic accounting tool and an audit trail. The Project Accounting Sub-System reporting shall include the following reports:

1. A cost 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 Amendments for each contract which when added to the base commitment will become the total commitment. Pending Amendments will also be shown to produce the total estimated probable cost to complete the work.

2. A payment status report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retainable, the amount payable (both current and cumulative) and the balance remaining. A summary of this Report shall accompany each pay request.

3. A detailed status report showing the 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 Amendment history including Amendment numbers, description, proposed and approved dates and the proposed and approved dollar amounts and detailed reason for the Amendments and parties responsible. It shall also show all pending or rejected Amendments. The payment history shall include the date, value-in-place, retainage and amounts payable.

4. A cash flow diagram 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

5. A job record shall be maintained as necessary to supplement the operation of the Project Accounting Sub-System. The Job Record will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses and costs requiring accounting needs.

III. CONSTRUCTION MANAGER'S Key Personnel

A. Pursuant to this Agreement, the CONSTRUCTION MANAGER shall ensure that personnel assigned by the CONSTRUCTION MANAGER to perform services in this Agreement shall comply with information submitted by the CONSTRUCTION MANAGER to the COUNTY pursuant to Leon County Request for Proposals for the services of this Agreement. This proposal, entitled_____, shall not be attached to this Agreement but

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it shall have the same rights and remedies as any other Exhibit which is attached to this Agreement, and shall by reference be made a part of this Agreement as though set forth in full. This Exhibit is a reference document to this Agreement, and shall not have precedence over any articles of this Agreement nor any of the Agreement's other Exhibits.

B. The CONSTRUCTION MANAGER shall ensure that all KEY personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSTRUCTION MANAGER'S KEY PERSONNEL as described in Exhibit A, must receive the County PROJECT MANAGER's written approval before said changes or substitutions can be come effective. At the discretion of the County PROJECT MANAGER, the COUNTY shall have the sole right to require the CONSTRUCTION MANAGER to remove personnel assigned at any level for the performance of work.

C. The timely performance and completion of the required services are vitally important to the interest of the COUNTY. The CONSTRUCTION MANAGER shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the CONSTRUCTION MANAGER to perform the services of this Agreement, shall comply with the information presented in the professional services response proposal as specifically described in Exhibit A.

IV. PHASE I – PRE- CONSTRUCTION SERVICES

A. Design Review and Recommendations - Without assuming liability for the design of the project, the CONSTRUCTION MANAGER during Phase I – Pre-Construction, shall familiarize itself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications and shall follow the development of design from schematic design through Construction Documents. The CONSTRUCTION MANAGER shall make written recommendations with respect to the site, foundations, selection of systems and materials and cost reducing alternatives, including assistance to the ARCHITECT and the County PROJECT MANAGER in evaluating alternative comparisons versus long-term cost effects as the Project Team deem appropriate. The CONSTRUCTION MANAGER shall furnish pertinent information as to the availability of materials and labor that will be required. The CONSTRUCTION MANAGER shall submit to the County PROJECT MANAGER, the Permitting Authority and the ARCHITECT such comments in writing as the CONSTRUCTION MANAGER and the County PROJECT MANAGER may deem appropriate concerning construction feasibility and practicality. The CONSTRUCTION MANAGER shall call to the County PROJECT MANAGER and ARCHITECT'S attention any apparent defects in the design, drawings and specifications or other documents that it notes.

B. Review Reports - As the Architect completes its work on the various major design phase packages; the CONSTRUCTION MANAGER shall perform a review thereof. Promptly after completion of the review, the CONSTRUCTION MANAGER shall submit to the County PROJECT MANAGER, with sufficient copies to the Architect, a written report covering action taken by the Architect with respect to suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, along with any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, etc.

C. Separate Contracts Planning - The CONSTRUCTION MANAGER shall review the design with the Architect and make recommendations in writing to the County PROJECT MANAGER and to the Architect with respect to dividing the work in such manner as will permit the CONSTRUCTION MANAGER to take bids and award separate construction trade contracts. It shall take into consideration all 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.

D. Interface - The CONSTRUCTION MANAGER shall take such measures as are appropriate to

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provide that all construction requirements are covered in the separate trade contracts for procurement of long-lead items, the separate construction trade contracts and the general conditions items performed without duplication or overlap, 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 trade contract, its schedule for start and completion and its relationship to other separate contractors.

Expressly disclaiming any design responsibilities of the Architect, the CONSTRUCTION MANAGER shall include in the reports, comments on overlap with any separate construction trade contracts, omissions, lack of correlation between drawings and any other deficiencies noted, in order that the County PROJECT MANAGER and the Architect may arrange for necessary corrections.

E. Job-Site Facilities - The CONSTRUCTION MANAGER shall arrange for and provide all job-site facilities, to include workstations equipped with telephones, desks, FAX machines, and PC equipment, that are reasonably necessary to enable the CONSTRUCTION MANAGER, the County PROJECT MANAGER and the Architect's Project Team as approved by the County PROJECT MANAGER, to perform their respective duties in the management, inspection and supervision of construction of the Project.

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

G. Public Safety and Continued Facility Operations - The CONSTRUCTION MANAGER shall ascertain what temporary measures, including but not limited to, covered walkways, barriers and walls, pavement, directional signs, lighting and ventilation should be provided in order to maintain without interruption the continued operation of the existing facility. The first priority for all such temporary measures shall be the safety of the general public. The CONSTRUCTION MANAGER shall submit, to the Project Team, a Safety Plan which details necessary precautions to be taken throughout the Project. It shall also make recommendations as to which contract or contracts should include such precautions and temporary measures.

H. Market Analysis - The CONSTRUCTION MANAGER shall monitor conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the project. The CONSTRUCTION MANAGER shall conduct analyses as may be reasonably necessary 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, (2) in light of such determination, make recommendations with respect 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.

I. Stimulation of Bidder Interest - As various bid packages are prepared for bidding, the CONSTRUCTION MANAGER shall submit to the County PROJECT MANAGER and the Architect a list of potential bidders. The CONSTRUCTION MANAGER shall be responsible to stimulate bidder interest in the local market place and identify and reasonably encourage bidding competition through various meetings, presentations, mail-outs, telephone conferences, etc. The CONSTRUCTION MANAGER shall carry out an active program of stimulating interest of pre-qualified and minority contractor's in bidding on the work and of familiarizing those bidders with the requirements of this project.

V. PHASE II – CONSTRUCTION MANAGEMENT SERVICES

A. The Phase II Construction Management Services to be rendered by the CONSTRUCTION MANAGER shall commence upon the CONSTRUCTION MANAGER'S receipt of written Notice to Proceed (NTP) from the County PROJECT MANAGER. Within ten (10) calendar days after issuance of the Notice to Proceed, the CONSTRUCTION MANAGER shall deliver to the County

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PROJECT MANAGER a Project Schedule. This Project Schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement.

B. The CONSTRUCTION MANAGER agrees to provide to the County PROJECT MANAGER, monthly written progress reports concerning the status of the Project. The County PROJECT MANAGER may determine the format for this progress report. The COUNTY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CONSTRUCTION MANAGER.

C. In the event delays occur on the part of the COUNTY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSTRUCTION MANAGER which delay the Project Schedule completion date, the County PROJECT MANAGER shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The provisions of Articles 10 and 16 shall govern adjustments to the CONSTRUCTION MANAGER'S fee and GMP.

D. The CONSTRUCTION MANAGER shall maintain an adequate and competent professional management staff within the State of Florida and may associate with other qualified firms for the purpose of rendering services hereunder, without additional cost to the COUNTY and upon approval by the County PROJECT MANAGER. The CONSTRUCTION MANAGER, however, shall not sublet, assign or transfer any work under his Agreement without the written consent of the County PROJECT MANAGER. It is understood and agreed that the COUNTY will not, except for outside services as listed in Exhibit E, permit or authorize the CONSTRUCTION MANAGER to perform less than the total contract work with other than its own organization.

E. Lines of Authority

1. The CONSTRUCTION MANAGER shall establish and maintain lines of authority for his personnel and shall provide this definition to the County PROJECT MANAGER and all other affected parties such as the code inspectors of the Permitting Authority, the Trade Contractors and the Architect, to provide general direction of the work and progress of the Project and Trade Contractors.

2. The CONSTRUCTION MANAGER shall provide the COUNTY, all Trade Contractors and the Architect with bid package definitions for the construction of the Project, containing beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to Trade Contractors and suppliers. It 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 CONSTRUCTION MANAGER'S work to the work of its Trade Contractors 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 major sequences 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. The CONSTRUCTION MANAGER shall hold job-site meetings at least once each week with the Project Team and at least once each week with the Trade Contractors and the representatives of the ARCHITECT, or more frequently as required by work progress, to review progress, discuss problems and their solutions, and coordinate future work with all Trade Contractors.

F. Solicitation of Bids

1. The CONSTRUCTION MANAGER shall prepare invitations for bids (or Requests For Proposal, when applicable), for all procurement of long lead items, materials and services, for Trade Contractor contracts and for site utilities. Direct purchase items shall be acquired in coordination with Leon COUNTY Purchasing as described in Section VI in this Article.

2. As part of such preparation, the CONSTRUCTION MANAGER shall review the

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specifications and drawings prepared by the Architect. Ambiguities, conflicts or lack of clarity of language, use of overly restrictive requirements and any other defects in the specifications or in the drawings noted by the CONSTRUCTION MANAGER shall be brought to the attention of the County PROJECT MANAGER and the Architect in written form.

3. For each separate phase of the work, the CONSTRUCTION MANAGER may conduct a pre-bid conference with prospective bidders, the Architect and the County PROJECT MANAGER. In the event questions are raised which require an interpretation of the bidding documents or other-wise indicate a need for clarification or correction of the invitation, the CONSTRUCTION MANAGER shall transmit these to the Architect and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document and issue same to all of the prospective bidders.

4. The CONSTRUCTION MANAGER shall advertise all prospective major trade contract work for purposes of pre-qualifications using public means (newspaper) and shall receive letters of interest and other data deemed necessary by the CONSTRUCTION MANAGER.

5. The CONSTRUCTION MANAGER shall include prominently in all bid packages submitted for inspection by prospective Trade Contractors who may bid the work a statement or statements to the effect that the trade contracts to be awarded by the CONSTRUCTION MANAGER to the Trade Contractors are not public work contracts. Therefore, such contracts are not subject to the provisions of Chapter 120, Florida Statutes, or any state statute or Leon County ordinance/policy concerning public procurement and, accordingly, any Trade Contractor submitting a bid waives all rights to protest the award of any trade contractor by the CONSTRUCTION MANAGER.

6. The CONSTRUCTION MANAGER acknowledges it is familiar with and bound by the goals of the Leon County Minority Business Enterprise Policy and Procedure. The CONSTRUCTION MANAGER by appropriate language in the bid packages to be utilized by its Trade Contractors and by active monitoring of the Trade Contractor by the CONSTRUCTION MANAGER, will secure the compliance of the Trade Contractor with the requirements of the said Leon County Minority Business Enterprise Policy and Procedure by encouraging the Trade Contractors to contract no less than 21percent (21%) of the total construction cost with an appropriately certified MWBE firm.

VI. ASSISTANCE TO COUNTY FOR DIRECT PURCHASES

A. To enable the COUNTY to realize savings of sales tax on selected material and equipment needed for this Project, the CONSTRUCTION MANAGER will provide to the County PROJECT MANAGER a list of all material and equipment to be used in the Project for selection as direct purchases. The CONSTRUCTION MANAGER will evaluate the list to recommend direct purchases in all cases where those direct purchases will result in sales tax savings to the COUNTY. The COUNTY will either accept or reject the CONSTRUCTION MANAGER'S recommendations and purchases will be made accordingly. A minimum value for any direct purchase item is established at five thousand dollars ($5,000).

B. All direct purchases that result from sales tax savings to the COUNTY from items identified as part of this Agreement shall accrue to the COUNTY and shall be added to the Construction Contingency

C. The CONSTRUCTION MANAGER shall include all state and local sales and use taxes in the Guaranteed Maximum Price, and when soliciting bid proposals for the work.

D. The Construction Documents shall contain the County standard statement reserving the County option to direct purchase any materials and equipment included in the Trade Contractors' scope of work.

E. The COUNTY and the CONSTRUCTION MANAGER will utilize the following Direct Material Purchase Procedure:

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1. The County PROJECT MANAGER will provide purchase order requisition forms to the CONSTRUCTION MANAGER.

2. The CONSTRUCTION MANAGER will provide detailed scoping and pricing, including sales tax, for the purchase order requisitions in harmony with the Trade Contractors and their vendors.

3. Purchase order requisitions will be routed through the County PROJECT MANAGER to the Purchasing Division for processing to the vendors.

4. The CONSTRUCTION MANAGER will issue a deductive trade contract adjustment to the Trade Contractor that will account for the value of the material and the sales tax as it pertains to that Trade Contractor's contract.

5. As the material is delivered to the project site, the Trade Contractor and the CONSTRUCTION MANAGER will approve the vendor's invoice for materials delivered. The CONSTRUCTION MANAGER accepts responsibility for this material and will then forward the invoice and receipt form through the County PROJECT MANAGER to the Purchasing Division for processing.

6. The COUNTY will issue a check for the approved invoice amount and mail this check directly to the vendor.

F. The CONSTRUCTION MANAGER shall take delivery, unload, store and install the materials and equipment purchased by the COUNTY in accordance with the provisions of the Construction Documents. The CONSTRUCTION MANAGER shall protect and maintain, in proper condition, and repair or replace any damage without cost to the COUNTY until such time as the COUNTY has accepted the work.

The CONSTRUCTION MANAGER shall also retain the responsibility for providing all accessories, devices and equipment necessary for a complete installation of these materials and equipment.

G. Not later than submittal of the Guaranteed Maximum Price, the CONSTRUCTION MANAGER shall identify early procurement items. The CONSTRUCTION MANAGER shall provide for the procurement of such items having clearly established the value of such in his estimate submitted with the GMP. When such items are to be fabricated and partially or totally paid for by the COUNTY prior to arrival of such items at the site, the CONSTRUCTION MANAGER shall require the assembler or manufacturer to provide a UCC Form # 1 clearly establishing that the COUNTY has rights and privileges with regard to the item that has been paid for.

VII. The CONSTRUCTION MANAGER shall develop and maintain a written quality control/quality assurance program, acceptable to the County PROJECT MANAGER and Architect, to assure the quality specified in the Construction Documents is reflected in the actual construction of the Project. It shall supervise the work of all Trade Contractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and it shall continue to exert its influence and control over each Trade Contractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the CONSTRUCTION MANAGER and Architect over acceptability of work and conformance with the requirements of the specifications and plans, the County PROJECT MANAGER shall be the final judge of performance and acceptability.

A. The CONSTRUCTION MANAGER shall receive copies of all claims or reports issued by the architect or his consultants relative to the performance or acceptability of work.

B. The CONSTRUCTION MANAGER shall be responsible and accountable for the quality control of the work.

VIII. Trade Contractor Interfacing - The CONSTRUCTION MANAGER shall:

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A. Be the single point of interface with all Trade Contractors for the COUNTY and all of its agents and representatives, including the Architect.

B. Negotiate all Change Orders and Requests For Proposal with all affected Trade Contractors.

C. Review the costs of those proposals and advise the County PROJECT MANAGER and Architect of their validity and reasonableness, acting in the County 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 PROJECT MANAGER must be issued. However, when health and safety are threatened, the CONSTRUCTION MANAGER shall act immediately to remove the threat to health and safety.

D. Carefully review and check all shop drawings and forward the same to the Architect for review and action. The Architect will transmit within ten (10) working days shop drawings back to the CONSTRUCTION MANAGER, who shall issue the shop drawings to the affected Trade Contractor for fabrication or revision.

E. Maintain a control system to promote expeditious handling.

F. Request the Architect to make interpretations of the drawings or specifications requested of it by the Trade Contractors and shall maintain a control system to promote timely response.

G. Advise the County PROJECT MANAGER and the Architect when timely response is not occurring on any of the above. The County PROJECT MANAGER will effect a timely response from the Architect in written form when necessary.

IX. PERMITTING:

A. 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 construction cost item and are to be included in the Guaranteed Maximum Price. Any impact fees shall be paid by the COUNTY and included in the Project cost.

B. The CONSTRUCTION MANAGER shall assist in obtaining operational permits related to site development and utilization, including all permits for sewage collection and treatment, water supply treatment and distribution and site drainage.

X. The CONSTRUCTION MANAGER shall provide services for all the requirements set forth below.

A. Maintain a log of daily activities, including manpower records, weather delays, major decisions, etc.

B. Maintain a roster of companies on the Project with names and telephone numbers of key personnel. Provide means of identifying workmen on site.

C. Establish and enforce job rules governing dress, parking, clean-up, use of facilities and worker discipline.

D. Provide labor relations management for a harmonious, productive Project.

E. Provide a general safety program for the Project to meet OSHA requirements. Monitor compliance for Trade Contractors without relieving them of responsibilities to perform work in accordance with the best acceptable practice.

F. Provide and administer a written Quality Assurance Program.

G. Provide for engineering layout of the entire Project to ensure dimensional and elevation controls. Such engineering layout will be done by a professional surveyor approved by County PROJECT MANAGER. The expense of such layout will be included in the Guaranteed Maximum Price and paid for by the CONSTRUCTION MANAGER.

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H. Provide for first aid services for the Project to the extent appropriate, such cost being included in the Guaranteed Maximum Price.

I. Arrange for temporary fire protection during construction.

J. Project Signs - Arrange for all necessary Project signs required for identification, direction or control. The layout, need and location of all signs must be approved by the County PROJECT MANAGER and prepared by a professional sign maker. Trade Contractors shall install no signs.

K. Provide on-site office that supports the construction efforts.

XI. ADMINISTRATIVE SERVICES:

A. The CONSTRUCTION MANAGER shall provide job-site administrative functions during construction to assure proper documentation, including but not limited to such activities as the following:

1. Job Meetings - Hold weekly progress and coordination meetings to provide for an easily flowing project. Implement procedures and assure timely submittals, expedite review, processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocations, etc. Review and coordinate each Trade Contractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements.

   Use the job-site meeting as a tool for pre-planning 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 course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved.

2. Drawing Submittal/Approvals - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect of such drawings for action and closely monitor their submittal and approval process.

3. 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 Trade Contractors.

4. Payments to Trade Contractors - Develop and implement a procedure for review, processing and payment of applications by Trade Contractors for progress and final payments.

5. Document Interpretation - Refer to the Architect all questions for interpretation of the documents prepared by the Architect.

6. Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the County PROJECT MANAGER and the Architect including information on the Trade Contractors' work, and the percentage of completion. Keep a daily log available to the County PROJECT MANAGER, the Architect and the Permitting Authority inspectors.

7. Trade Contractors' Progress - Prepare periodic lists for Trade Contractors' work including unsatisfactory or incomplete items and schedules for their completions.

8. Prior to final Completion - All required guarantees, affidavits, releases, bonds and waivers, manuals record drawings and maintenance books shall be transmitted to the County PROJECT MANAGER via the Architect.

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9. Final Completion - Monitor the Trade Contractors' performance on the completion of the Project and provide notice to the County PROJECT MANAGER and Architect that the work is ready for final inspection.

10. Start-up - Prior to Substantial Completion, conduct with the County personnel, a direct checkout of utilities, operation of systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.

11. Record Drawings - The CONSTRUCTION MANAGER shall monitor the progress of its Trade Contractors on marked-up field prints at the completion of the Project, and shall be sent to the Architect for review prior to preparation of the final as- built record drawings on AutoCAD files by the CONSTRUCTION MANAGER. Said as-built drawings shall be a direct cost item of the Construction Manager. Updating record drawings will be a condition precedent to the monthly payments of the CONSTRUCTION MANAGER and the Trade Contractors. The County PROJECT MANAGER and the Architect will monitor the status of the updated drawings. The CONSTRUCTION MANAGER will write into the Trade Contracts this requirement for record drawings.

12. Threshold Inspections - The CONSTRUCTION MANAGER shall be responsible for compliance with all requirements of the Florida Threshold Law. The COUNTY shall pay the cost for all threshold inspections.

13. Physical Testing - Physical testing will be contracted for by the CONSTRUCTION MANAGER and included in the GMP.

14. Use of Recycled Materials – In support of the County effort to be environmentally sensitive, the CONSTRUCTION MANAGER shall maintain a log of products or material used so that they may be analyzed for recycled content.

B. Administrative Records -The CONSTRUCTION MANAGER will maintain on a current basis, files and records such as, but not limited to those set forth herein below:

1. Contracts or Purchase Orders.
2. Shop Drawing Submittal / Approval Logs
3. Equipment Purchase / Delivery Logs
4. Construction Drawings and Specifications with Addenda
5. Warranties and Guarantees
6. Minority Business Enterprise Compliance

C. Cost Accounting - The CONSTRUCTION MANAGER will maintain on a current basis, files and records to include, but not limited to, those items set forth herein below:

1. Trade Contracts
2. Labor Costs, if applicable
3. Material Costs
4. Equipment Costs
5. Cost Proposal Requests
6. Force Account Records
7. Payment Request Records
8. Meeting Minutes
9. Cost Estimates
10. Bulletin Quotations
11. Lab Test Reports
12. Insurance Certificates and Bonds
13. Contract Changes
14. Purchase Orders
15. Material Purchase Delivery Logs
16. Technical Standards
17. As-Built Marked Prints
18. Operating & Maintenance Instruction

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19. Daily Progress Reports
20. Monthly Progress Reports
21. Correspondence Files
22. Transmittal Records
23. Inspection Reports
24. Bid/Award Information
25. Bid Analysis and Negotiations
26. Punch lists
27. PMIS Schedule and Updates
28. Control Files of Outstanding Requirements
29. Project Manual

Such files and records will be maintained at the job-site. The project records shall be available at all times or on an as-needed basis to the County PROJECT MANAGER and the Architect for reference or review

D. Occupancy - The CONSTRUCTION MANAGER shall provide services during the design and construction phases that will provide a smooth and successful occupancy of the project.

E. The CONSTRUCTION MANAGER shall provide consultation and project management to facilitate occupancy and provide transitional services to get the work, as completed by the Trade Contractors, in such conditions as will satisfy operational requirements.

F. The CONSTRUCTION MANAGER shall require the Trade Contractors to provide operational training on equipment to be used in the Project.

G. The CONSTRUCTION MANAGER shall conduct the preliminary punch list inspection and supervise the Trade Contractors in the completion of all punch list work with occupancy.

H. The CONSTRUCTION MANAGER shall catalog operational and maintenance requirements of equipment to be operated by the COUNTY maintenance personnel, and convey these to the County PROJECT MANAGER in such a manner as to promote their usability.

I. The CONSTRUCTION MANAGER shall secure required guarantees and warranties, assemble and deliver to the County PROJECT MANAGER in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

J. The CONSTRUCTION MANAGER shall keep at the construction site a complete set of record drawings. Each Trade Contractor shall have completed the record drawings comments on these documents, along with the CONSTRUCTION MANAGER'S comments to record for each pay request period the actual conditions as they have been installed in the field. No pay request will be approved unless both the schedule and the record drawings are updated for review by the County PROJECT MANAGER.

XII. WARRANTY - Where any work is performed by Trade Contractors under contract with the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER and the Trade Contractors respectively shall warrant that all materials and equipment included in such work will be new and that such work will be of good quality, workmanship, and materials, and in conformance with the Construction Documents. With respect to the same Work, the CONSTRUCTION MANAGER further agrees to have all work performed by the Contractor found by the COUNTY to be defective in material or workmanship and not in conformance with the Construction Documents corrected by the appropriate Trade Contractor for a period of one (1) year from the date of substantial completion of the Project or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications. The CONSTRUCTION MANAGER shall collect and deliver to the County PROJECT MANAGER any specific written warranties given by others as required by the Construction Documents. Also, the CONSTRUCTION MANAGER shall conduct, jointly with the County PROJECT MANAGER and the Architect, a warranty inspection nine (9) months after the date of substantial completion of the Project and corrective action by the Trade Contractors shall immediately commence as supervised by the CONSTRUCTION MANAGER.

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ARTICLE 3
COUNTY RESPONSIBILITIES

I. INFORMATION - The COUNTY shall provide full information regarding its requirements for the Project. The County PROJECT MANAGER will, upon request, furnish the CONSTRUCTION MANAGER with all existing data, plans, studies and other information in the County possession which may be useful in connection with the work of this Project, all of which shall be and remains the property of the COUNTY and shall be returned to the County PROJECT MANAGER upon completion of the services to be performed by the ARCHITECT. Copies may be retained by Architect upon written request and approval by the County PROJECT MANAGER.

II. The County PROJECT MANAGER, designated in Exhibit A, shall serve as the County Project Coordinator and shall conduct/perform all matters necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific Project Manager will be authorized in writing to perform the responsibilities of the County PROJECT MANAGER. The responsibility of the County PROJECT MANAGER shall include, but not be limited to:

A. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSTRUCTION MANAGER, and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSTRUCTION MANAGER.

B. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement.

C. Review for approval or rejection all of the ARCHITECT'S documents and payment requests.

D. The County PROJECT MANAGER shall conduct periodic reviews of the work of the CONSTRUCTION MANAGER necessary for the completion of the CONSTRUCTION MANAGER'S services during the period of this Agreement and may make other COUNTY personnel available, where required and necessary to assist the CONSTRUCTION MANAGER. The availability and necessity of said personnel to assist the CONSTRUCTION MANAGER shall be determined solely within the discretion of the County PROJECT MANAGER. The County technical obligations to this Project, if any, are stated in this Agreement.

E. For any material change in the Scope of Services or any increase in the compensation for the services, the Board of County Commissioners for the COUNTY and the duly authorized representative for the CONSTRUCTION MANAGER shall agree in writing to this change. For all other changes, the County PROJECT MANAGER and the CONSTRUCTION MANAGER'S representative shall agree in writing to the change.

III. Architect's Agreement -The COUNTY shall retain an Architect for design and to prepare Construction Documents for the Project. The Architect's services, duties and responsibilities are described in the Agreement between the COUNTY and the Architect, copies of which will be furnished to the CONSTRUCTION MANAGER.

IV. Site Survey and Reports - The Architect and/or COUNTY shall provide for the Project a site and building survey describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations and conditions and a legal description.

V. Drawings and Specifications - The COUNTY shall be furnished, from the Architect, a reproducible set of all Construction Documents necessary to construct the Project and will provide all necessary copies of Construction Documents to the CONSTRUCTION MANAGER.

VI. Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule and the CONSTRUCTION MANAGER shall be entitled to rely upon the accuracy and completeness thereof.

VII. Project Faults or Defects - If the County PROJECT MANAGER becomes aware of any fault or defect

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in the Project or non-conformance with the Construction Documents, it shall give prompt written notice thereof to the CONSTRUCTION MANAGER and the Architect

VIII. Lines of Communication - The County PROJECT MANAGER and the Architect shall not communicate directly with the Trade Contractors or suppliers, but only through the CONSTRUCTION MANAGER.

IX. Lines of Authority - The County PROJECT MANAGER shall establish and maintain lines of authority for its personnel and shall provide this definition to the CONSTRUCTION MANAGER and all other affected parties.

X. COUNTY 's Cooperation - COUNTY will give CONSTRUCTION MANAGER the County full and complete support and cooperation in dealing with public and private agencies to the end that all required utilities will be brought to the perimeter of the Project site and made available to the Project and any expense, therefore, is to be included in the cost of the Project.

ARTICLE 4
PERMITTING AND LICENSING

I. GENERAL - Before construction of the Project can begin, it is necessary for the CONSTRUCTION MANAGER to obtain a building permit. In addition, construction will be inspected for code compliance by inspectors working for the Permitting Authority.

II. BUILDING PERMITS - The CONSTRUCTION MANAGER shall submit plans and specifications to the Permitting Authority and obtain approval from the Permitting Authority prior to beginning construction.

III. PAYMENT FOR FEES - Payment for permits, plan review fees and impact fees shall be paid for and secured by the CONSTRUCTION MANAGER as a cost of the Project and will be included as part of the Guaranteed Maximum Price.

ARTICLE 5
TRADE CONTRACTS

I. BID/PROPOSALS - The CONSTRUCTION MANAGER shall request and receive proposals from Trade Contractors and suppliers and will award those contracts after the COUNTY and the CONSTRUCTION MANAGER have reviewed each proposal. The County PROJECT MANAGER retains the right to disapprove the award of a Trade Contractor to any specific bidder if such award would be, in the County PROJECT MANAGER's judgment, prejudicial to its best interests of the Project. The Guaranteed Maximum Price will be adjusted for any cost difference.

II. FORM OF TRADE CONTRACT - All Trade Contracts and supply contracts will cover understandings between both the CONSTRUCTION MANAGER and the Trade Contractors and suppliers. The form of the Trade Contracts, including the general and supplementary conditions, shall be included in the Construction Documents and shall be satisfactory to the Project Team. Approval of the trade contract shall not be unreasonably withheld by the County PROJECT MANAGER.

III. RESPONSIBILITIES FOR ACTS AND OMISSIONS - The CONSTRUCTION MANAGER shall be responsible to the COUNTY for any acts, neglect, omissions or default in the performance of the work, of its employees and agents and Trade Contractors, their employees and agents, and all other persons performing any of the work or supplying materials and equipment under a contract to the CONSTRUCTION MANAGER.

IV. TRADE CONTRACTOR RELATIONS - By an appropriate written Trade Contract, the CONSTRUCTION MANAGER shall request each Trade Contractor to be bound to the CONSTRUCTION MANAGER by the terms of this Agreement, to the extent of the work to be performed by the Trade Contractor, and to assume toward the CONSTRUCTION MANAGER all the obligations and responsibilities which the CONSTRUCTION MANAGER by this Agreement assumes toward the COUNTY and the Architect. Said Trade Contracts shall preserve and protect the rights of the COUNTY with respect to the work to be performed by the Trade Contractor so that the contracting thereof will not prejudice such rights. The

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CONSTRUCTION MANAGER shall require each Trade Contractor to enter into similar contracts with its trade sub-contractors.

V. Nothing in this Agreement, in the Trade Contracts, or in purchase orders issued by the COUNTY shall create any contractual relationship between the COUNTY and any Trade Contractor or supplier (except as may be necessary to provide for direct purchases or the required indemnification and warranties) and the Trade Contracts and purchase orders shall specifically state that no such relationship is created thereby.

VI. Except as otherwise specifically provided herein, this Agreement and each and every provision hereof is for the exclusive benefit of the COUNTY and the CONSTRUCTION MANAGER and not for the benefit of any third-party. No such third party shall be deemed a third-party beneficiary hereof.

VII. The Trade Contractor may be required to provide full value payment and performance bonds to protect the COUNTY and the CONSTRUCTION MANAGER and all other appropriate persons, as determined by the CONSTRUCTION MANAGER.

VIII. The CONSTRUCTION MANAGER shall have the appropriate Trade Contractor remove and replace any work or materials found to be defective, without additional cost to the COUNTY.

ARTICLE 6
SUBSTANTIAL COMPLETION

I. SUBSTANTIAL COMPLETION

A. The CONSTRUCTION MANAGER shall notify the Architect and the County PROJECT MANAGER when the Project is ready for substantial completion inspection. The Architect and the County PROJECT MANAGER shall inspect the Project jointly to ascertain if the Project is substantially and satisfactorily complete. If the Project is determined to be substantially and satisfactorily complete by the Architect and the County PROJECT MANAGER, the CONSTRUCTION MANAGER shall prepare a Certificate Of Substantial Completion to be executed by the CONSTRUCTION MANAGER, the Architect and the County PROJECT MANAGER. At the time of the substantial completion inspection for the Project, the CONSTRUCTION MANAGER shall provide to the Architect and the County PROJECT MANAGER a listing of minor Project deficiencies which must be remedied to attain final completion. The Architect and the County PROJECT MANAGER shall promptly review said listing and provide comments as to the completeness of the listing. Concurrently, the CONSTRUCTION MANAGER shall take action to remedy the deficiencies noted in this listing and as amended by the comments of the County PROJECT MANAGER and the Architect. The CONSTRUCTION MANAGER shall have thirty (30) calendar days from the date of issuance of the Certificate of Substantial Completion of the Project within which to remedy the deficiencies. At the completion of the project, the Architect and the County PROJECT MANAGER shall conduct a final inspection of the Project and ascertain if the deficiencies have been remedied and that the Project is finally complete.

B. The services to be provided under this Agreement by the CONSTRUCTION MAMAGER shall in general, be in accordance with the established schedule agreed to by the Project Team, as described in Exhibit D, Project Schedule, attached hereto and made a part hereof by reference.

C. Substantial Completion shall mean 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 the COUNTY can occupy or utilize the Work for its intended use. Warranties called for by this Agreement or by the Construction Documents shall commence on the Date of issuance for the Certificate of Substantial Completion.

D. If the CONSTRUCTION MANAGER, Trade Contractors or material suppliers are delayed at any time in the progress of the Project by any act or negligence of the COUNTY, the Architect, by an employee of either, by any separate contractor employed by the COUNTY, by failure of the COUNTY to make payment pursuant to Article 11, by changes ordered in the Project, by causes

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beyond the CONSTRUCTION MANAGER's control or by delay authorized by the COUNTY pending resolution of claim(s) the Substantial Completion Date, the Guaranteed Maximum Price and the CONSTRUCTION MANAGER's fees for the Project shall be equitably extended or adjusted by an Amendment to the Agreement.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

I. GUARANTEED MAXIMUM PRICE

A. When the Construction Documents (Exhibit B) for the Project are sufficiently complete to define the scope of the work, as agreed to by the CONSTRUCTION MANAGER and the COUNTY, the CONSTRUCTION MANAGER shall establish and submit in writing to the COUNTY for approval a Guaranteed Maximum Price (GMP). The actual price paid for the work by the COUNTY shall be the actual cost of all work specified as part of the GMP, Trade Contracts, supply contracts, direct labor costs, direct job costs, and general conditions or the GMP, whichever is less, when the work is complete. The GMP shall include the CONSTRUCTION MANAGER'S construction services and overhead and profit fees.

B. The GMP will only include those taxes in the cost of the project that are legally enacted at the time the GMP is established. Any subsequent taxes shall be added to the GMP.

C. At the time of submission of a GMP, the CONSTRUCTION MANAGER will verify the time schedule for activities and work which was adopted by the Project Team and used to determine the cost of work.

II. CONSTRUCTION CONTINGENCY

A. In addition to the cost of work, the GMP shall include agreed upon sums as the Construction Contingency. The CONSTRUCTION MANAGER will be required to furnish for the County PROJECT MANAGER's approval, documentation evidencing expenditures to be charged to the construction contingency. Documentation for use of the Construction Contingency shall be furnished monthly to the Project Team and displayed monthly in the Project Management Information System (PMIS). The Construction Contingency, included in the GMP, shall only be used for cost of work items and with the County PROJECT MANAGERs' written approval. When the Project is bid and 100% of the Trade Contracts have been executed, the Construction Contingency within the GMP shall be decreased in proportion to the percent of the work completed. (In other words, if 10% of the work has been completed and the County PROJECT MANAGER requests that the Construction Contingency within the GMP be adjusted, then 10% of the Construction Contingency within the GMP will be removed from the GMP by a Change Order to the GMP.

B. Once the GMP has been established, the County PROJECT MANAGER, after consultation with the CONSTRUCTION MANAGER, shall provide to the Architect written comments based upon the CONSTRUCTION MANAGER'S review of the Construction Documents so the Architect has a clear understanding of the materials, alternates and methods that he is to delineate in the Construction Document preparation. The Architect will prepare and submit to the CONSTRUCTION MANAGER partial Construction Document packages, so the CONSTRUCTION MANAGER can understand and aid in the coordination of the preparation of those documents.

III. COUNTY'S SET ASIDE AMOUNT

The use of the Set Aside amount established in the Exhibit E- Fee Schedule is for unanticipated adjustments to the Project by the COUNTY. The use of the Set Aside amount shall be at the sole discretion of the County PROJECT MANAGER and shall not be utilized in any manner by the CONSTRUCTION MANAGER without the written approval of the COUNTY PROJECT MANAGER, said set aside amount shall be included in the GMP and any unused balance shall accrue to the COUNTY and the GMP reduced upon completion of the Project.

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IV. VALUE ENGINEERING

A. Value Engineered Items are those changes suggested by the CONSTRUCTION MANAGER which have a cost benefit to the Project and such Items accepted by the County PROJECT MANAGER will be incorporated into the Construction Documents by the Architect.

B. If bids received for the work are above the GMP, the CONSTRUCTION MANAGER shall complete the work at the GMP.

C. If bids received are less than the GMP, the difference will be added to the Construction Contingency.

ARTICLE 8
GENERAL CONDITIONS

I. GENERAL CONDITIONS

A. General Conditions Items shall be deemed to mean provision of facilities or performance of work by the CONSTRUCTION MANAGER for items that do not lend themselves readily to inclusion in the permanent work of the Trade Contracts. General Conditions Items may include, but are not limited to, the following:

1. Watchmen,
2. Scaffolding,
3. Hoists,
4. Signs,
5. Safety Barricades,
6. Water Boys,
7. Cleaning,
8. Dirt Chutes,
9. Cranes,
10. Preparation for ceremonies including minor construction activity in connection therewith,
11. Temporary Toilets,
12. Fencing,
13. Sidewalk bridge,
14. First-aid station,
15. Trucking,
16. Temporary elevator,
17. Special equipment,
18. Weather protection,
19. Temporary ventilation, Water and Electricity;
20. Temporary protective enclosures,
21. Post and planking,
22. General maintenance,
23. Refuse disposal,
24. Storage on-site and off Site of Long-Lead Procurement items,
25. Demolition and miscellaneous minor construction work when it is not feasible to secure competitive bids or proposals thereon.
26. Project signs, progress photos, traffic control, fire protection, surveys & benchmarks, site office facilities for A/E and County use.

B. The cost for General Conditions Items will be actual cost and part of the Guaranteed Maximum Price.

ARTICLE 9
FEES AND COST OF THE PROJECT

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I. CONSTRUCTION MANAGER FEES - In consideration of the performance of this Agreement, the COUNTY agrees to pay a fee to the CONSTRUCTION MANAGER as compensation for services during Phase I - Pre-Construction and Phase II – Construction, of the Project. The CONSTRUCTION MANAGER'S fee for Phase I – Pre-Construction Services shall be excluded from the GMP. The CONSTRUCTION MANAGER'S fees for Phase II – Construction, shall be included in the Guaranteed Maximum Price (GMP).

A. Phase I - Pre-Construction Services Fee: For the performance of pre-construction services during the design and bidding phase for the Project, through submission and acceptance of the GMP and completion of Construction Documents, and Trade Contractor bidding, a fee shall be paid in accordance with the Construction Manager's fee schedule as shown in Exhibit E, CONSTRUCTION MANAGER FEE SCHEDULE, attached hereto and made a part hereof by reference. Allowable costs and expenses included in the Phase I - Pre-construction services fee are as follows

1. Salaries, fringe benefits, payroll taxes, insurance or other compensation of the CONSTRUCTION MANAGER'S employees at his principal office, branch offices and on-site offices working on the Project.

2. General operating expenses of the CONSTRUCTION MANAGER'S offices related to the Project, including travel and relocation.

3. Overhead, profit and general expenses of any kind except as may be expressly allowed elsewhere in this Agreement.

4. The costs of all data processing services and staff from the CONSTRUCTION MANAGER'S home office.

5. The costs of staff support functions to include on-site office expenses.

B. Phase II - Construction Management Services Fee: For management and supervision services during the construction phase of the Project, a fee shall be paid in accordance with the fee schedule as indicated in Exhibit E. Allowable cost and expenses included in Construction Services Fee are as follows:

1. Salaries, fringe benefits, payroll taxes, insurance or other compensation of the CONSTRUCTION MANAGER'S employees at it's principal office, branch offices and on-site offices working on the Project.

2. General operating expenses of the CONSTRUCTION MANAGER'S offices related to the Project, including travel and relocation.

3. General expenses of any kind except as may be expressly allowed elsewhere in this Agreement.

4. The costs of all data processing services and staff from the CONSTRUCTION MANAGER'S home office.

5. The costs of staff support functions to include on-site office expenses.

6. Overhead and profit are excluded from the Construction Services Fee.

7. The agreed upon Construction Management Services Fee to provide all the required and necessary construction services during Phase II – Construction of the Project outlined in this Agreement, said agreed upon fee amount shall be included in the Guaranteed Maximum Price.

C. Overhead and Profit Fee: For the services provided by the CONSTRUCTION MANAGER during Phase II - Construction, the CONSTRUCTION MANAGER shall be compensated for overhead and profit at a fixed percentage of the Total Construction fee as shown in Exhibit E, and shall be

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paid proportionally to the ratio of the work in place, less retainage, as it bears on the total cost of construction or the approved GMP. The balance of the overhead and profit fee shall be paid when construction of the Project is totally completed, inspected by the Architect and approved by the County PROJECT MANAGER. If construction is authorized for only a part of the Project, the overhead and profit fee shall be the fixed percentage indicated in this Agreement.

II. COST OF THE PROJECT - The term "Cost of the Project" shall mean costs necessarily incurred in the Project during the construction phase for services and paid by the CONSTRUCTION MANAGER which are not included in any of the Construction Manager's Service fees. Such direct costs shall include the items set forth below and shall be included in the GUARANTEED MAXIMUM PRICE (GMP).

A. Direct Cost Items

1. Payments made for the costs of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to Trade Contractors from the CONSTRUCTION MANAGER or payments made by the CONSTRUCTION MANAGER to Trade Contractors for their work performed pursuant to Trade Contracts under this Agreement.

3. Payments made for the transportation and maintenance of all materials, supplies, equipment for temporary facilities and General Conditions items.

4. Rental charges for all necessary machinery and equipment used at the site of the Project, whether rented from the CONSTRUCTION MANAGER or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a Trade Contractor's or the CONSTRUCTION MANAGER'S own forces in the performance of the work, said rental charges to be consistent with prevailing rates in the area for similar items.

5. The cost of premiums for all insurance and bonds that the CONSTRUCTION MANAGER is required to procure by this Agreement.

6. Sales, use, gross receipts or similar taxes imposed by any governmental authority and for which the CONSTRUCTION MANAGER is liable.

7. Costs for clean-up, trash and debris control and removal from the site.

8. Costs of all reproduction used for information purposes required by the COUNTY to directly benefit the Project.

9. Costs for watchmen and security services for the Project, if required by the COUNTY.

10. 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.

11. Costs for temporary facilities, including temporary water, heat, power and sanitary facilities.

12. Costs for testing of materials and equipment and inspection of the work.

13. Costs for permits, license fees and impact fees.

14. Cost for travel expenses shall follow the guidelines established by the State of Florida.

15. Costs for all General Conditions, including salaries and wages paid for labor (not included in the described fees) in the direct employ of the CONSTRUCTION MANAGER in the performance of the General Conditions under this Agreement, payroll taxes, payroll insurance and fringe benefits as may be payable with respect thereto.

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16. Record Drawings – Costs for updating as-built documentation on AutoCAD files.

17. Direct Cost items will be the actual cost and are part of the Guaranteed Maximum Price.

ARTICLE 10
CHANGES IN THE PROJECT

I. CHANGE ORDERS

A. The County PROJECT MANAGER, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions, delays not attributable to the CONSTRUCTION MANAGER or other revisions. The Guaranteed Maximum Price, the CONSTRUCTION MANAGER'S fees and the substantial completion date shall be adjusted accordingly. All changes in the Guaranteed Maximum Price shall be authorized by Amendments signed by the CONSTRUCTION MANAGER and approved by the Board of County Commissioners before any such change is implemented.

B. The CONSTRUCTION MANAGER shall be required to incur the cost for preparation of Amendment documents when it impacts the relationship between one Trade Contractor and another Trade Contractor or the Trade Contractors and the CONSTRUCTION MANAGER.

C. For changes initiated by the COUNTY, the CONSTRUCTION MANAGER will receive a written request for change and will make recommendations to the COUNTY regarding the requested change and shall provide a written price to the COUNTY for the items delineated in the request for change. Should the County PROJECT MANAGER so direct the CONSTRUCTION MANAGER to proceed in the preparation of a Change Order, the CONSTRUCTION MANAGER shall do so utilizing documents prepared by the Architect. The cost of preparing a COUNTY initiated change by the CONSTRUCTION MANAGER shall be included in the cost of the Change Order.

D. A Change Order is a written order to the CONSTRUCTION MANAGER signed by the COUNTY and CONSTRUCTION MANAGER, issued after the execution of this Agreement, authorizing a change in the Project and/or the GMP, the CONSTRUCTION MANAGER'S fee and/or the substantial completion date. Each adjustment in the GMP resulting from an Amendment shall clearly separate the amount attributable to the cost of the Project.

E. 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 and County PROJECT MANAGER.

2. By unit prices stated in the Agreement or subsequently agreed upon;

3. By actual cost and a mutually acceptable fixed or percentage fee;

4. By the method provided as follows:

a) If none of the methods set forth is agreed upon, the CONSTRUCTION MANAGER, provided he receives a written order signed by the COUNTY, shall promptly proceed with the work involved. The cost of such change shall then be determined on the basis of the actual cost and savings of those performing the work attributed to the change. However, in the event a Change Order is issued under these conditions, the County PROJECT MANAGER 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 PROJECT MANAGER. In such case, the CONSTRUCTION MANAGER shall keep and present, in such form as the County PROJECT MANAGER may prescribe, an itemized accounting

together with appropriate data supporting the increase in the cost of the Project. The amount of a decrease in the GMP to be allowed for any deletion or change that results in a net decrease in cost will be the amount of the actual net decrease.

F. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Amendment 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 shall be equitably adjusted.

G. Should concealed conditions be encountered in the performance of the work below the surface of the ground be at variance with the conditions indicated by the Construction Documents, written notice of the condition shall be filed by the CONSTRUCTION MANAGER with the Architect and County PROJECT MANAGER within ten (10) calendar days of the discovery of the condition. A change order shall be issued for any concealed or unknown conditions.

II. CONSTRUCTION CHANGE AUTHORIZATION IN EMERGENCY SITUATION

A. This outlines a procedure whereby the CONSTRUCTION MANAGER may proceed with changes in the Project absent issuance by the COUNTY of an Amendment, due to an emergency situation.

B. In order to expedite a change in the Project and avoid or minimize delays in the work, the COUNTY may order a change in the Project through the use of a Construction Change Authorization, signed by the County PROJECT MANAGER and the CONSTRUCTION MANAGER.

C. The COUNTY anticipates that funds for payment to the CONSTRUCTION MANAGER for the cost of the Project associated with a change in the Project and authorized by a Construction Change Authorization will be obtained from the "construction contingency." The COUNTY and the CONSTRUCTION MANAGER agree that the GMP will remain unchanged by the execution of a construction change authorization.

D. The construction change authorization will clearly indicate its impact on the date of substantial completion of the Project.

III. MINOR CHANGES IN THE PROJECT - Without superseding the CONSTRUCTION MANAGER'S rights, the Architect will have authority to order minor changes in the Project not involving an adjustment in the GMP or an extension of the substantial completion date and not inconsistent with the intent of the Construction Documents. Such minor changes shall be effected by written order. Documentation of changes shall be determined by the Project Team and displayed monthly in the Project Management Information Service (PMIS). Such minor changes shall be approved by the County PROJECT MANAGER and the CONSTRUCTION MANAGER.

IV. EMERGENCIES - In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of the claimed by the CONSTRUCTION MANAGER on account of emergency work shall be determined as provided in this Article.

ARTICLE 11
PAYMENTS TO CONSTRUCTION MANAGER ON TRADE CONTRACTOR ACCOUNTS

I. METHOD OF PAYMENT - The COUNTY shall pay the CONSTRUCTION MANAGER through payment issued by the Clerk of Courts in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the CONSTRUCTION MANAGER'S invoice and written approval of same by the County PROJECT MANAGER indicating that services have been rendered in conformity with this Agreement. The CONSTRUCTION MANAGER shall submit an invoice for payment to the County PROJECT MANAGER on a monthly basis for those specific services or tasks as described in this agreement (and the corresponding amount as described in Exhibit E - FEE SCHEDULE) that were satisfactorily completed during that invoicing period.

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II. PROGRESS PAYMENTS - Based upon applications for payment submitted to the Architect by the CONSTRUCTION MANAGER and certificates of payment issued by the Architect and approved by the County PROJECT MANAGER, the COUNTY shall make progress payments to the CONSTRUCTION MANAGER against the construction budget of the Project or GMP for the Project, as provided in the conditions of the Agreement in accordance with the following procedures.

III. PAYMENT SCHEDULE

A. The COUNTY will pay or cause to be paid to the CONSTRUCTION MANAGER that portion of the construction budget of the Project or Guaranteed Maximum Price, properly allocable to services, labor, materials and equipment already incorporated in work that has been satisfactorily performed in accordance with the requirements of the Construction Documents, as determined by the Architect.

1. The CONSTRUCTION MANAGER shall prepare a draft application for payment for review by the County PROJECT MANAGER and Architect and submit to the Architect for approval by the 25th day of the month.

2. If application for payment is approved by the Architect, the Architect shall issue a certificate for payment to the County PROJECT MANAGER by the 30th of the month.

3. If approved by the County PROJECT MANAGER, the County PROJECT MANAGER shall submit the certificate of payment to the Clerk of Court.

4. If approved by the Clerk of Court, the Clerk of Court will issue payment directly to the CONSTRUCTION MANAGER by the 25th day of the month.

5. The CONSTRUCTION MANAGER shall pay each Trade Contractor within five (5) working days upon receipt of payment from the COUNTY out of the amount paid to the CONSTRUCTION MANAGER for the Trade Contractor's work, the amount to which said Trade Contractor is entitled, reflecting the percentage actually retained, if any, from payments to the CONSTRUCTION MANAGER for such Trade Contractor's work.

6. The CONSTRUCTION MANAGER'S and the Trade Contractor's lien waivers are to be submitted with the current month's application for payment and no additional payments will be made by the COUNTY without lien waivers for the preceding month's application for payment.

7. Neither the COUNTY nor the Architect shall have any obligations to pay or to see to the payment of any monies to any Trade Contractors except as may otherwise be required by law.

8. No certificates for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the COUNTY shall constitute an acceptance of any work not in accordance with the Construction Documents.

9. All application for payment shall be on a form acceptable to the Clerk of Court who shall initiate disbursement of payments.

10. The CONSTRUCTION MANAGER shall submit a separate application for payment for the CONSTRUCTION MANAGER'S fees directly to the County PROJECT MANAGER.

IV. PAYMENTS WITHHELD

A. Retainage shall be withheld on direct cost items from each monthly payment request, in an amount of ten percent (10%) of the request, until seventy-five percent (75%) completion of each item on the approved schedule of values. After seventy-five percent (75%) completion of the Project, or the approved schedule of values has been attained, retainage in an amount of five (5%) percent shall be withheld on all payment requests submitted.

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B. The Architect may decline to certify requests for payment to such extent as may be necessary, in his opinion, to protect the COUNTY from loss because of:

1. Defective work not remedied,
2. Failure of the CONSTRUCTION MANAGER to make payments properly to Trade Contractors or for labor, materials or equipment,
3. Reasonable evidence that the work cannot be completed for the unpaid balance of the Guaranteed Maximum Price,
4. Damage to the COUNTY or another separate contractor not under contract to the CONSTRUCTION MANAGER, due to the fault or neglect of the CONSTRUCTION MANAGER.
5. Reasonable evidence that the work will not be completed within the Project schedule; or
6. Persistent failure to carry out the work in accordance with the Construction Documents.
7. When the above conditions are remedied, payment shall be made for amounts withheld because of them.

VI. PAYMENTS FOR MATERIALS AND EQUIPMENT - Payments will be made for materials and equipment not yet incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the County PROJECT MANAGER on each occasion. The COUNTY shall require material stored off-site to be stored in a bonded warehouse.

VII. FINAL PAYMENT - Final payment constituting the unpaid balance of the cost of the Project and the CONSTRUCTION MANAGER'S fees shall be due and payable sixty (60) calendar days after the Project is delivered to the COUNTY, provided all provisions of the Construction Documents are completed. At the County PROJECT MANAGER's discretion, if there should remain major items to be completed, the CONSTRUCTION MANAGER and Architect shall list such items and the CONSTRUCTION MANAGER shall deliver, in writing, his unconditional promise to complete said items within a reasonable time thereafter. The COUNTY shall retain a sum equal to two hundred percent (200%) of the estimated costs of completing any unfinished items provided that said unfinished items are listed separately and the estimated costs of completing any unfinished items are likewise listed separately. Thereafter, COUNTY shall pay to CONSTRUCTION MANAGER monthly the amount retained for incomplete items as each of said items is completed.

VIII. DEBTS PAID - Before issuance of final payment for the Project, the COUNTY shall require satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Project have been paid or otherwise satisfied. The County PROJECT MANAGER shall have the right to verify such payments at any time. The COUNTY reserves the right to audit the Project. All financial and project records for the Project shall be maintained for a period of two (2) years after issuance of final payment for the Project.

IX. PAYMENT AS WAIVER - The acceptance of final payment for the Project shall constitute a waiver of all claims for compensation and/or fees by the CONSTRUCTION MANAGER except those previously made in writing and unsettled.

X. DISCOUNTS - All discounts for prompt payment shall accrue to the COUNTY to the extent the cost of the Project is paid directly by the COUNTY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall be credited to the COUNTY.

XI. ADDITIONAL SERVICES - When bids or proposals for the Project are received that exceed the estimated budget, the CONSTRUCTION MANAGER shall perform such services as are necessary to permit the Project to proceed within the funding limits of the estimated budget. These additional services shall be performed at no increase in the total amount of this Agreement. However, the CONSTRUCTION MANAGER shall not be required to perform such additional services at no cost to the COUNTY if the unfavorable bids or proposals are the result of conditions beyond the CONSTRUCTION MANAGER'S control.

XII. EXCEEDING FUNDING LIMITATION - The CONSTRUCTION MANAGER shall promptly advise the County PROJECT MANAGER if it finds that the Project will exceed or is likely to exceed the funding limits of the estimated budget. Upon receipt of such information, the County PROJECT MANAGER will review the CONSTRUCTION MANAGER'S estimate of the Project cost. The COUNTY may, if it

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determines that the estimated budget set forth in this Agreement is so low that completing the Project within such a budget is improbable, authorize a change in the scope of the Project as required to reduce the estimated Project cost to an amount within the estimated budget, or the COUNTY may adjust such estimated budget.

ARTICLE 12
INSURANCE INDEMNITY AND WAIVER OF SUBROGATION

I. INDEMNIFICATION RIDER - The CONSTRUCTION MANAGER shall pay on behalf of or indemnify and hold harmless the COUNTY, its officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act of neglect, omission or default of the CONSTRUCTION MANAGER to the extent arising out of or in any way connected with the CONSTRUCTION MANAGER'S (or CONSTRUCTION MANAGER'S officers, employees, agents, volunteers and Trade Contractors) performance or failure to perform under the terms of this Agreement. In conformance with Section 725.06 Florida Statutes, the specific consideration given for the promises of the CONSTRUCTION MANAGER set forth in this Article is one dollar ($1.00) in hand paid by the COUNTY to the CONSTRUCTION MANAGER, receipt thereof is hereby acknowledged and the adequacy of which the CONSTRUCTION MANAGER accepts as completely fulfilling the obligations of the COUNTY under the requirements of Section 725.06 Florida Statutes. This section of the Agreement will extend beyond the term of the Agreement.

II. BONDS - The CONSTRUCTION MANAGER shall provide to the COUNTY a 100% Performance Bond and a 100% Labor and Material Payment Bond for an aggregate amount not less than the total GMP and inclusive of the CONSTRUCTION MANAGER'S fees, at the time that the Guaranteed Maximum Price is accepted. These bonds shall remain in effect at least until one year after the date when the final payment is approved. Any bonding company submitting performance bond or payment bond must be licensed to transact a fidelity and surety business in the State of Florida, and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved by July 30, 1947 (U.S.C. 613) and approved by the COUNTY. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best rating of "A" or better and a "T" underwriting limitation not exceeded by this Project's bond.

III. CONSTRUCTION MANAGER'S INSURANCE - Before performing any work on the Agreement, the CONSTRUCTION MANAGER and/or sub-consultant and/or sub-contractor to procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Florida Department of Insurance and meet a minimum financial A.M. Best & Company rating of A:VII.

A. Insurance Coverage:

1. The CONSTRUCTION MANAGER shall carry Worker's Compensation Insurance on behalf of all employees who are to provide a service for this project, as required under Florida Laws Chapter 440 and Employers Liability of limits no less than $500,000 each accident, $500,000 disease - policy limit, $500,000 disease - each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Commercial General Liability - including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 per aggregate covering all work performed under this project.

3. Automobile Liability - including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than $1,000,000 combined single limit covering all work performed for this project. (Limits may be satisfied by combining an Umbrella form and the Automobile form for a combined total limit of $5,000,000).

4. Umbrella Liability - With limits of not less than $5,000,000 per occurrence covering all work

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performed under this contract.

5. Hazardous Materials Insurance - For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency.

   a) If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the County Risk Management Office has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

   b) Contractors Pollution Liability - for sudden and gradual occurrences and in an amount no less that $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to all hazardous materials identified under the contract.

   c) Asbestos Liability - for sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract.

   d) Disposal - When applicable, the contractor shall designate the disposal site and furnish a certificate of insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $3,000,000 per claim and $3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $6,000,000 per claim and $6,000,000 in the aggregate.

   e) Hazardous Waste Transportation - When applicable, the contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $1,000,000 annual aggregate and provide a valid EPA identification number.

   f) Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the contract.

6. Performance and Payment Bonds - with limits of not less than 100% of the GMP. These bonds shall remain in effect at least until one year after the date when the final payment is approved.

7. Builders Risk Insurance - The COUNTY will provide Builders Risk Coverage, however, the CONSTRUCTION MANAGER will be responsible for the payment of all deductibles and retention to which the County builders risk policy is subject. The COUNTY currently carries a $350,000 per occurrence deductible for wind and $100,000 deductible per occurrence for all the other insured losses, these amounts are subject to change.

B. Policy Form

1. All policies, required by this contract, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the Risk Management Office, are to be written on an occurrence basis, shall name the County of Leon, its Commissioners, Officers, Agents, Officials, Employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Worker Compensation, shall agree to waive all rights of subrogation against the County of Leon, its Commissioners, Officers, Agents, Officials, Employees or Volunteers.

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2. Insurance requirements itemized in this contract, and required of the Contractor, shall be provided by or in behalf of all subcontractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

3. Each insurance policy required by this contract shall:

   a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

   b) Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Leon County Risk Management Office.

4. The County of Leon shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance shall not be construed to limit Contractors' liability nor to fulfill the indemnification provisions and requirements of this contract.

6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Leon County is an insured under the policy.

7. Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the County Risk Management Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor/Subcontractor/ Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the County contract number and description of work, are to be furnished to the County Purchasing Division (2284 Miccosukee Road, Tallahassee, FL 32308) prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the Purchasing Division before the Contractor will be allowed to commence or continue work.

9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/ Subcontractor's/ Consultant's insurance company and the County Risk Management Office as soon as practicable after notice to the insured.

ARTICLE 13
PROTECTION OF PERSONS AND PROPERTY

I. SAFETY PRECAUTIONS AND PROGRAMS - The CONSTRUCTION MANAGER shall review the safety programs for each of the Trade Contractors and make appropriate recommendations. In making such recommendations, the performance of such services by the CONSTRUCTION MANAGER shall not relieve the Trade Contractors of their responsibilities for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the work.

II. SAFETY OF PERSONS AND PROPERTY

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A. The CONSTRUCTION MANAGER shall enforce all reasonable precautions for safety and shall provide all reasonable protection thereof to prevent damage, injury or loss to:

1. All employees on the Project and all other persons who may be affected thereby,

2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONSTRUCTION MANAGER or any Trade Contractor or sub-contractors of either.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. The CONSTRUCTION MANAGER shall cause to be erected and shall maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying COUNTY and users of adjacent utilities.

C. The CONSTRUCTION MANAGER shall promptly remedy all damage or loss to any property caused in whole or in part by the CONSTRUCTION MANAGER, any Trade Contractor or subcontractor of a Trade Contractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable and for which the CONSTRUCTION MANAGER is responsible.

D. The CONSTRUCTION MANAGER shall designate a responsible member of his organization, as approved by the County PROJECT MANAGER, whose duty shall be the prevention of accidents on the site.

E. The CONSTRUCTION MANAGER shall not knowingly load or permit any part of the work to be loaded so as to endanger its safety.

III. EMERGENCIES - In any emergency affecting the safety of persons or property, the CONSTRUCTION MANAGER shall act at his discretion to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the CONSTRUCTION MANAGER on account of emergency work shall be determined as provided herein for changes in the work.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND COUNTY RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

I. TERMINATION BY COUNTY WITHOUT CAUSE

A. The COUNTY shall have the right at any time upon thirty (30) calendar days written notice to the CONSTRUCTION MANAGER to terminate without cause, this Agreement with the CONSTRUCTION MANAGER. And, in that event, the CONSTRUCTION MANAGER shall cease work and shall deliver to the COUNTY all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the CONSTRUCTION MANAGER in connection with its services. If the COUNTY terminates this Agreement without cause, it shall, upon receipt of the aforesaid documents, reimburse the CONSTRUCTION MANAGER for any sums due it including the proportionate amount of the fee for actual work performed and approved by the COUNTY and reasonable demobilization expenses incurred by the CONSTRUCTION MANAGER and the Trade Contractors. 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 by COUNTY.

B. In the event that the CONSTRUCTION MANAGER has abandoned performance under this Agreement, then the COUNTY may terminate this Agreement upon three (3) calendar days written notice to the CONSTRUCTION MANAGER indicating its intention to do so. The written notice shall state the evidence indicating the CONSTRUCTION MANAGER'S abandonment.

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Payment for work performed prior to the CONSTRUCTION MANAGER'S abandonment shall be as stated above.

II. COUNTY RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATIONS AND TERMINATION BY COUNTY FOR CAUSE

A. If the CONSTRUCTION MANAGER fails to perform any of its obligations under this Agreement, the COUNTY may, after giving the CONSTRUCTION MANAGER and its surety seven (7) days written notice, during which period the CONSTRUCTION MANAGER fails to perform such obligation or fails to commence good faith performance of such obligation or fails to make good such deficiencies, the COUNTY may cause to be performed the work to correct such deficiencies. The Guaranteed Maximum Price or the actual cost of the Project, which ever is less, shall be reduced by the cost to the COUNTY of making good such deficiencies and the CONSTRUCTION MANAGER's fees shall be reduced accordingly to the proportionate amount of work so done or procured to be done by the COUNTY.

B. Subject to the Federal Bankruptcy Act, if the CONSTRUCTION MANAGER is adjudged as bankrupt, or enters into Chapter XI proceedings or proceedings of a similar nature, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if after written notice it persistently or repeatedly refuses or fails, to supply enough properly skilled workmen or proper materials, or fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 30 days or more behind schedule) which has been adopted by the Project Team, or if it fails to make payment to Trade Contractors for materials or labor, for which the COUNTY has paid, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise violates the provisions of this Agreement, then the COUNTY may, without prejudice to any right or remedy it has hereunder and after giving the CONSTRUCTION MANAGER and its surety seven (7) calendar days written notice, during which period the CONSTRUCTION MANAGER fails to cure or commence in good faith to cure 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 reasonable method the COUNTY may deem expedient. In such case, the CONSTRUCTION MANAGER shall not be entitled to receive any further payment until the Project is finished, nor shall the CONSTRUCTION MANAGER be relieved from his obligations of the Guaranteed Maximum Price assumed under Article 7. Reasonable termination expenses incurred by the COUNTY may be deducted from any payments left owning the CONSTRUCTION MANAGER.

III. TERMINATION BY THE CONSTRUCTION MANAGER

A. The CONSTRUCTION MANAGER shall have the right to terminate services only in the event of the COUNTY failing to pay the CONSTRUCTION MANAGER'S properly documented and submitted invoice within forty-five (45) calendar days of the approval by the County PROJECT MANAGER, or if the Project is suspended by the COUNTY for a period greater than forty-five (45) calendar days.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

I. ASSIGNMENT

A. The CONSTRUCTION MANAGER shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the COUNTY, except that claims for the money due or to become due the CONSTRUCTION MANAGER from the COUNTY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the COUNTY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the COUNTY.

B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall mean that the

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Florida Statutes shall by reference be made a part of this Agreement as though set forth in full.

ARTICLE 16
CLAIMS AND DISPUTES

I. CLAIMS AND DISPUTES

A. The CONSTRUCTION MANAGER shall carry on the work and maintain the Substantial Completion Date during any dispute proceedings and the COUNTY shall continue to make payments in accordance with this Agreement.

B. Any litigation conducted concerning this Project will be maintained in the Circuit Court of Leon County, Florida. The CONSTRUCTION MANAGER will ensure his contracts with all Trade Contractors contain a provision similar to this provision.

C. There will be no arbitration on claims allegedly arising under this Agreement between the COUNTY and the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER shall include a similar condition in all contracts pertaining to this Project, which condition shall preclude arbitration between the CONSTRUCTION MANAGER and any Trade Contractor concerning any claims allegedly arising under this Agreement.

D. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by mediation in Leon County, Florida under the Commercial Mediation Rules of the American Arbitration Association, before resorting to litigation. In the event such mediation does not result in a suitable resolution, then litigation will be used.

E. If the CONSTRUCTION MANAGER wishes to make a claim for an increase in a Guaranteed Maximum Price, an increase in the fee or an extension in a Substantial Completion Date, the CONSTRUCTION MANAGER shall give the COUNTY written notice thereof within fourteen (14) calendar days after the CONSTRUCTION MANAGER has knowledge of the event giving rise to such claim. This notice shall be given by the CONSTRUCTION MANAGER where the CONSTRUCTION MANAGER has or should have knowledge that the event is a basis for additional compensation or time. Written statements of claims arising from delay shall be delivered to the COUNTY within fifteen (15) calendar days of the date of the written Notice of the Occurrence of the event giving rise to the claims. No claim for a change in a Guaranteed Maximum Price will be considered unless claim is so made. No claim shall be valid unless so made.

F. The COUNTY shall not be required to provide any services to the CONSTRUCTION MANAGER in connection with any claim brought on behalf of or against the CONSTRUCTION MANAGER

ARTICLE 17
LIQUIDATED DAMAGES

I. LIQUIDATED DAMAGES - The COUNTY and the CONSTRUCTION MANAGER both recognize the nature of the work and the fact that its timely and proper completion of the Project is of paramount importance to the COUNTY and as it may relate to terminating existing COUNTY agreements or obligations. To this end, the COUNTY and the CONSTRUCTION MANAGER agree to the following provisions of this Agreement.

A. Subject to the other terms and conditions of this Agreement, and more specifically Article 18, V, should the CONSTRUCTION MANAGER fail to achieve substantial completion of the Project in order to allow the COUNTY the opportunity to occupy the Project as stated in Exhibit D, Project Schedule, the CONSTRUCTION MANAGER shall pay the COUNTY, as liquidated damages the following:

1. The sum of $250 for each calendar day after the substantial completion date during which

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the Project is unable to be occupied by the COUNTY.

2. The sum of $350 for each calendar day after final completion date during which the Project is unable to be occupied by the COUNTY.

3. The sum of $500 for each calendar day after written notice the CONSTRUCTION MANAGER persistently or repeatedly refuses or fails,

   a) To supply enough properly skilled workmen or adequate materials, or

   b) Fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) days or more behind schedule) that has been adopted by the Project Team.

B. Upon substantial completion of the Project, an additional thirty (30) calendar days will be allowed for the following:

1. Completion of all punch list items,

2. Re-cleaning required by work on punch list items,

3. Minor work which does not in any way hinder access or occupancy,

4. Removal of equipment, excess materials and debris from the site.

C. At the end of this thirty (30) calendar day period, the CONSTRUCTION MANAGER shall have completed the work and vacated the site, and the work shall be presented for final acceptance.

ARTICLE 18
MISCELLANEOUS

I. The exercise by either Party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the Parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Leon County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each Party.

II. The Parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement has all requisite power and authority to bind the Parties.

III. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the Parties in the United States mail, postage paid, to the addresses listed below:

CONSTRUCTION MANAGER'S REPRESENTATIVE	County PROJECT MANAGER
NAME:	NAME:
TITLE:	TITLE:
ADDRESS:	ADDRESS:
PHONE:	PHONE:
FAX:	FAX:
E-mail	E-mail

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IV. Paragraph headings are for the convenience of the Parties and for reference purposes only and shall be given no legal effect.

V. The COUNTY may agree to an appropriate extension of time for performance of Work by CONSTRUCTION MANAGER of its obligations under this Agreement if such performance is prevented or delayed by any condition, existing or future, which is beyond the reasonable control and without the fault or negligence of the CONSTRUCTION MANAGER and which condition was not foreseeable by CONSTRUCTION MANAGER at the time this Agreement was entered into and by CONSTRUCTION MANAGER taking reasonable steps could not have been prevented. Within fourteen days (14) days of the commencement of any such delay, the CONSTRUCTION MANAGER shall give to the COUNTY written notice of the delay and the anticipated results of the delay. In the event of any such condition, the CONSTRUCTION MANAGER shall take all necessary measures to mitigate and minimize the effect of the delay and to continue with the prompt and diligent performance of its obligations under this Agreement.

VI. The CONSTRUCTION MANAGER is advised and hereby agrees to exert every reasonable and diligent effort to assure that all labor employed by the CONSTRUCTION MANAGER and its Trade Contractors for work on the Project shall work in harmony with and be compatible with all occupants of the site and all other labor being used by the COUNTY on the site of the Project. The CONSTRUCTION MANAGER further agrees that this provision will be included in all contracts of all Trade Contractors and sub-contracts of the Trade Contractors.

VII. The CONSTRUCTION MANAGER represents and warrants unto the COUNTY that no Commissioner, officer, employee, agent or volunteer of Leon County has any interest, either directly or indirectly, in the business of the CONSTRUCTION MANAGER to be conducted herein. The CONSTRUCTION MANAGER further represents and warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSTRUCTION MANAGER to solicit or secure this Agreement.

VIII. The CONSTRUCTION MANAGER agrees that no press releases, articles for professional journals, speeches or other kinds of publicity concerning the Project shall be released, made or generated by the CONSTRUCTION MANAGER or his employees or agents without the County PROJECT MANAGER's prior written consent. The CONSTRUCTION MANAGER shall require all Trade Contractors and suppliers to agree in writing to be bound by the provisions of this paragraph.

IX. COUNTY 's Rights to Perform - The COUNTY has the right to delete portions of the Work in this Agreement and/or to perform portions itself as the COUNTY may deem necessary. Adjustments in CONSTRUCTION MANAGER'S fees and/or the GMP will be made accordingly. With respect to work performed under this paragraph:

A. The COUNTY may in no way interfere with CONSTRUCTION MANAGER'S performance of its Work.

B. The COUNTY will conform to all reasonable directions of the CONSTRUCTION MANAGER with regard to the progress of Work and the Project.

X. The COUNTY and the CONSTRUCTION MANAGER agree that this Agreement sets forth the entire Agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both Parties. This Agreement constitutes the sole and complete understanding between the Parties and supersede all Agreements between them, whether oral or written with respect to the subject matter.

XI. PUBLIC ENTITY CRIMES STATEMENT: In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

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XII. MINORITY/WOMEN BUSINESS ENTERPRISES: The CONSTRUCTION MANAGER shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception. Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage. For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

XIII 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.

FINAL PARAGRAPH OF CONSTRUCTION MANAGEMENT SERVICES AGREEMENT.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

DRAFT

CONTRACTOR

WITNESS:_____ BY:_____
President

WITNESS:_____ DATE:_____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20 ___.

By _____, of_____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____as
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

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_____
Serial Number, If Any

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LEON COUNTY, FLORIDA

BY:_____
Cliff Thaell, Chairman
Board of County Commissioners

DATE:_____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By:_____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By:_____
Herbert W.A. Thiele, Esq.
County Attorney

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EXHIBIT A
PROJECT TEAM AND
CONSTRUCTION MANAGER KEY PERSONNEL

Pursuant to this Agreement, the CONSTRUCTION MANAGER shall ensure that personnel assigned by the CONSTRUCTION MANAGER to perform services in this Agreement shall comply with information submitted by the CONSTRUCTION MANAGER to the COUNTY pursuant to LEON County Request for Proposal for the services of this Agreement. This proposal, entitled _____, shall not be attached to this Agreement but it shall have the same rights and remedies as any other Exhibit which is attached to this Agreement, and shall by reference be made a part of this Agreement as though set forth in full. This Exhibit A is a reference document to this Agreement, and shall not have precedence over any articles of this Agreement nor any of the Agreement's other Exhibits.

I. PROJECT TEAM

LEON COUNTY GOVERNMENT, 301 S. Monroe Street, Tallahassee, Florida 32301

County PROJECT MANAGER — Phone / FAX / E-Mail

ARCHITECT –

Principal-In-Charge — Phone / FAX / E-mail

CONSTRUCTION MANAGER

Project Manager — Phone / FAX / E-mail

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At the sole discretion of the County PROJECT MANAGER, support personnel may be assigned to the Project Team by personnel from COUNTY and as provided for in the Agreement with the ARCHITECT.

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EXHIBIT A
PROJECT TEAM AND
CONSTRUCTION MANAGER KEY PERSONNEL

The CONSTRUCTION MANAGER shall ensure that all KEY personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSTRUCTION MANAGER'S KEY PERSONNEL as described in this Exhibit A -QUALIFICATIONS SUBMITTAL OF THE CONSTRUCTION MANAGER, must receive the County PROJECT MANAGER's written approval before said changes or substitutions can be come effective. The COUNTY, at the sole discretion of the County PROJECT MANAGER, shall have the right to require the CONSTRUCTION MANAGER to remove personnel assigned at any level for the performance of work.

II. CONSTRUCTION MANAGER KEY PERSONNEL

KEY PERSON	TITLE	FIRM

DRAFT

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EXHIBIT B
CONSTRUCTION DOCUMENTS

The Construction Documents as prepared by the ARCHITECT will be defined when the COUNTY approves the Guaranteed Minimum Price.

Construction Documents
(To Be Determined)

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EXHIBIT C
CONSTRUCTION MANAGER
ESTIMATED CONSTRUCTION BUDGET

The construction budget shall include all costs and fees of the CONSTRUCTION MANAGER except for the Phase I Pre-Construction Design fee. The construction budget shall be defined as the Guaranteed Maximum Price as approved by the COUNTY.

PHASE I, BANK OF AMERICA RENOVATIONS GMP $000,000

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EXHIBIT D
CONSTRUCTION MANAGER
PROJECT SCHEDULE

Within ten (10) calendar days after issuance of the NTP, the CONSTRUCTION MANAGER shall deliver to the County PROJECT MANAGER a Master Project Schedule with specific calendar dates in conformity with the time limits established in this Exhibit D. The time limits shall commence to run on the date of the Notice to Proceed. The Project Schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports professional services and all other services required by this Agreement.

The Project Schedule shows the Construction Manager's Activities as it relates to the design (Schematic design through construction documents) and construction (subcontractor bidding through Project closeout and Warranty inspection) phases of the Project.

PROJECT SCHEDULE			
DESIGN PHASE		CONSTRUCTION PHASE	
Activity	Months	Activity	Months
Program and Site Development		Bid and Award	
Schematic Design		Construction	
Review and Approval		Occupancy and Close out	
Design Development		Remaining Warranty	
Construction documents			
Total		Total	

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EXHIBIT E
CONSTRUCTION MANAGER
FEE SCHEDULE

The professional services to be rendered by the CONSTRUCTION MANAGER for Pre-Construction Services shall commence upon the CONSTRUCTION MANAGER'S receipt of written Notice to Proceed (NTP) from the County PROJECT MANAGER.

The COUNTY shall pay CONSTRUCTION MANAGER for the professional services rendered hereunder and completed in accordance with the terms of this Agreement the lump sum stated in this Exhibit E - FEE SCHEDULE, as the contract amount for performing Phase I - Pre-Construction Services. Said total lump sum fee amount for Phase I - Pre-Construction Services to include all profit, direct and indirect labor costs, personnel related costs, overhead and County Administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. No additional markup for consultant work will be allowed. Fees for any additional services by CONSTRUCTION MANAGER will be negotiated in accordance with the terms and conditions of this Agreement.

PHASE I
PRE-CONSTRUCTION MANAGEMENT SERVICES FEE
(As defined by Article 9)

To provide all the required and necessary pre-construction services from schematic design through construction documents during PHASE I - Pre-Construction Services and as further defined by the Agreement, and Project Schedule, said fee shall be excluded from the Guaranteed Maximum Price.	$_____

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The following agreed to fee schedules for PHASE II - Construction Services shall be included in the Guaranteed Maximum Price.

PHASE II
CONSTRUCTION MANAGEMENT SERVICES FEE
(As defined by Article 9)

The agreed upon Construction Management Services Fee to provide all the required and necessary construction services during PHASE II - Construction Services and as further defined by the Agreement and Project Schedule, said fee shall be included in the Guaranteed Maximum Price.	$_____

OVERHEAD AND PROFIT FEE
(As defined by Article 9)

The agreed upon total Overhead and Profit Fee for the services provided by the CONSTRUCTION MANAGER during Phase II - Construction, shall be _____(%) percentage of the a fixed percentage of the Total Construction fee and further defined in the Agreement , said fee shall be included in the Guaranteed Maximum Price.	$_____

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The fee schedule for PHASE II - Construction Services shall be established when the Guaranteed Maximum Price is approved by the COUNTY.

BANK OF AMERICA BUILDING PHASE I RENOVATIONS - FEE SCHEDULE				
			COST	
A		GENERAL CONDITIONS (as defined by Article 8)		$0
B		DIRECT COST ITEMS: (as defined by Article 9)		
	1	Site Work	$0	
	2	Concrete	$0	
	3	Masonry	$0	
	4	Metals	$0	
	5	Wood & Plastic	$0	
	6	Moisture Protection	$0	
	7	Doors and Windows	$0	
	8	Finishes	$0	
	9	Specialties	$0	
	10	Equipment	$0	
	11	Mechanical	$0	
	12	Electrical	$0	
	13	Plumbing	$0	
		Sub Total		$0
	14	Allowance Third Party General Conditions Testing	$0	
	15	Allowance: Building Permits, License, Impact fees	$0	
		Sub Total		$0
	16	Insurance and Bonds (as defined by Article 12)	$0	
		Allowance -Builders Risk Insurance Deductible	$0	
		Liability Insurance	$0	
		Payment and Performance Bond	$0	
		Sub Total		$0
C		CONSTRUCTION CONTINGENCY (as defined by Article 7)		$0
D		**CONSTRUCTION MANAGEMENT SERVICES FEE (as defined by Article 9)**		$0
		TOTAL CONSTRUCTION FEE		**$0**
E		**OVERHEAD AND PROFIT FEE (XXX.00 %) OF TOTAL COSTS OF CONSTRUCTION FEE (as defined by Article 9)**		**$0**
F		COUNTY SET ASIDE AMOUNT (as defined by Article 7)		
		TOTAL GUARANTEED MAXIMUM PRICE (GMP)		**$0**

END OF DOCUMENT

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