



FLORIDA POLYTECHNIC
UNIVERSITY

Executive Committee Meeting

Wednesday, May 1, 2019

3:00 pm – 3:10 pm

TELE-CONFERENCE MEETING

Dial In Number: 240-454-0887 | Access Code: 641 291 819#

Don Wilson, Chair
Gary C. Wendt
Frank Martin

Cliff Otto, Vice Chair
Rear Admiral Philip Dur
Randy K. Avent, President (*ex officio, non-voting*)

Mark Bostick
Dr. Richard Hallion

- | | |
|--|-------------------|
| I. Call to Order | Don Wilson, Chair |
| II. Roll Call | Kris Wharton |
| III. Public Comment | Don Wilson, Chair |
| IV. Approval of Skanska, USA, Contract
<i>*Action Required*</i> | Mark Mroczkowski |
| V. Closing Remarks and Adjournment | Don Wilson, Chair |

**Florida Polytechnic University
Executive Committee
Board of Trustees
May 1, 2019**

Subject: Pergola Replace/Repair

Proposed Committee Action

Approval of the contract to Skanska USA Building. The damage endured by Hurricane Irma, and the required action for repairing the pergolas was discussed at the previous BOT meeting. The contract for repair has been completed, and BOT approval is required.

Background Information

Hurricane Irma damaged the IST's pergolas (shade structures). The pergolas are damaged to a point where all structural components require replacement.

Supporting Documentation: Attached Contract

Prepared by: Mark Mroczkowski, Vice President and CFO



FLORIDA POLYTECHNIC
UNIVERSITY

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Project Name:

IST Building Reconstruction

Construction Manager:

Skanska USA Building Inc.

4030 Boy Scout Blvd., Suite 200

Tampa, FL 33607

(813) 282-3262

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

FLORIDA POLYTECHNIC UNIVERSITY

THIS AGREEMENT for Construction Management Services (the "Agreement") is made and entered into this day of _____, by and between the Florida Polytechnic University Board of Trustees ("Owner") and Skanska USA Building Inc., Federal I.D. No. 22-3752540, ("Construction Manager") which is authorized to do business in Florida.

WITNESSETH:

WHEREAS, Florida Polytechnic University requires repair to the aluminum Pergolas which are part of the Innovation, Science, and Technology (IST) Building based on damage sustained from Hurricane Irma; and

WHEREAS, Construction Manager was the original Construction Manager supervising the installation of the fabricated aluminum pergolas and interface with electrical systems in the IST Building selected through the competitive solicitation process; and

WHEREAS, the aluminum Pergola fabrication process, in accordance with the original design specifications, is proprietary to MG McGrath who also was the original sub-contractor for original construction of the IST building; and

_____ **WHEREAS**, Thornton Tomasetti, Inc., referenced in this agreement as "The Professional" or "Professional", will provide professional engineering services for this project.

WHEREAS, the supervision, removal and installation of the new Pergolas must be performed by the original contractors; and,

WHEREAS, Owner and Construction Manager desire to enter into this Agreement;

NOW THEREFORE, for and in consideration of the covenants herein contained, the Owner and Construction Manager agree as follows:

ARTICLE 1 GENERAL DESCRIPTION OF SERVICES

- 1.1 The Services.** The Construction Manager agrees to furnish the pre-construction and construction services set forth herein and required for completion of the Project on a Guaranteed Maximum Price (hereinafter defined) basis and as defined in Exhibit A. Construction Manager represents that it is thoroughly familiar with and understands the requirements of the Project scope and that they are experienced in the administration and construction of building projects of the type and scope contemplated by the Owner's program for the Project. Construction Manager represents to Owner that Construction Manager has all necessary construction education, skill, knowledge, and experience required for the Project and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Construction Manager represents that it has, and all the subcontractors performing services under this Agreement will have, all applicable licenses required by the State of Florida to perform such services.
- 1.2 Project Schedule/Time of the Essence.** Construction Manager has provided Owner with a preliminary schedule covering the pre-construction and construction of the Project, incorporated herein as Exhibit B. This preliminary schedule will serve as the framework for the subsequent development of all detailed construction schedules described herein and in the General Terms and Conditions. The Construction Manager will at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule not the fault of Construction Manager or its subcontractors. Time is of the essence for achieving the milestones outlined in Exhibit B in the performance of this Agreement.
- 1.3 Preparation/Sufficiency of Site.** The Construction Manager will, among other things Construction Manager needs to do to perform its obligations under this Agreement, as and when appropriate, (i) visit and thoroughly inspect the Project Site and any structure(s) or other manmade features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize

itself with the survey including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule, (v) review and analyze all Project geotechnical, Hazardous Substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other manmade feature(s) on the Project site, the Construction Manager will also review all as-built and record drawings, plans and specifications of which Construction Manager has been informed by Owner and thoroughly inspect the existing structure(s) and manmade feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by Construction Manager resulting from Construction Manager's failure to familiarize itself with the Site or pertinent documents will be deemed waived.

- 1.4 Project Team.** The Construction Manager will use the Project Team identified on Exhibit C. The Construction Manager will not remove or replace any members of the Project Team, except with the written approval of Owner based upon good cause shown or as directed by Owner as provided hereunder. Finally, if any member of the Project Team discontinues service on the Project for any reason whatsoever, Construction Manager will promptly replace such team member with a qualified individual approved by Owner, in writing, which approval will not be unreasonably withheld.

Contract for Construction. The "Contract for Construction", which constitutes the entire agreement between Owner and Construction Manager, consists of this Agreement and all exhibits hereto; the General Terms and Conditions; special conditions, if any; proposal(s) submitted by Construction Manager and accepted by Owner, if any; the Construction Documents; any amendments or addenda executed by the Owner and the Construction Manager hereafter; Owner approved change order(s) or field orders if there is insufficient time to fully execute a change order; and

the additional documents, if any. Documents not included or expressly contemplated in this Section 1.5 do not, and will not, form a part of the Contract for Construction. Without limiting the generality of the foregoing, shop drawings and other submittals from the Construction Manager or its subcontractors and suppliers do not constitute a part of the Contract for Construction.

ARTICLE 2 OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

- 2.1 Project Information.** Construction Manager acknowledges that Owner has provided Construction Manager with information regarding Owner's requirements for the Project as set forth in the Project's program.
- 2.2 Owner's Budget.** The Owner will establish and update a budget for the Project, including the amount allocated for construction, the Owner's other costs and reasonable contingencies related to these costs as appropriate.
- 2.3 Owner's Representative.** The Owner will designate a representative authorized to act on the Owner's behalf with respect to the Project.
- 2.4 Time for Performance.** The Owner will review and approve or take other appropriate action on all submittals within the timeframes set forth in Exhibit B.
- 2.5 Purpose of Owner's Review.** Owner's review, inspection, or approval of any Work, Applications for Payment, or other submittals will be solely for determining whether the same are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of such Work or documents will relieve Construction Manager of its responsibility for the performance of its obligations under the Contract for Construction or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Document, or Contract Documents will not relieve Construction Manager of responsibility for the performance of its obligations under the Contract for Construction. A change order will be issued when work is approved or directed to be completed differently than shown in contract documents. Payment by Owner pursuant to the Contract for Construction will not constitute a waiver of any of Owner's rights under the Contract for Construction or at law, and Construction Manager expressly accepts the risk that

defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner. Notwithstanding the foregoing, prompt written notice will be given by the Owner or Professional to the Construction Manager if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract for Construction.

- 2.6 Status of Owner.** The Owner will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Construction Manager, for any of the foregoing purposes, be deemed the agent of the Owner.
- 2.7 Owner's Utilities.** The Owner will be responsible to provide and pay for consumption of, and connections to, utilities required for temporary service and construction for this project.

ARTICLE 3 CONSTRUCTION MANAGER'S SERVICES

- 3.1** The Construction Manager's Services under this Agreement include General Project Services, Pre-Construction Services, and Construction Services.
- 3.2** Upon execution of this Agreement and issuance of a Notice to Proceed by the Owner, the Construction Manager will commence performance of Pre-Construction Services. Upon execution of Exhibit D and issuance of a Notice to Proceed by the Owner, the Construction Manager will commence performance of Construction Services. The parties acknowledge that (i) the Owner may determine not to proceed with Construction Services, (ii) performance of Pre-Construction Services may overlap performance of Construction Services, (iii) categories of Work performed during Construction Services may be performed in separate phases, and (iv) payment of the Construction Manager for Pre-Construction Services will be separate from payment, if any, for Construction Services.
- 3.3 General Project Services.** The Construction Manager agrees to:
- 3.3.1 Provide all services, as agreed to and as defined in the GMP, required to professionally complete the Work in an expeditious and economical manner

consistent with the Contract for Construction and the best interests of the Owner.

- 3.3.2 Endeavor to develop, implement and maintain, in consultation with the Owner, Professional, and the Subcontractors, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.
- 3.3.3 Perform its services in accordance with schedule requirements.
- 3.3.4 Work with Owner and Professional to pursue Owner's goal of obtaining Leadership in Energy and Environmental Design (LEED) certification for the Project, at the level set forth on Exhibit E.
- 3.3.5 Participate in, and cooperate with, design phase and construction phase commissioning, validation, and other quality assurance and quality control processes.
- 3.3.6 Complete the Work by the required date of Substantial Completion. The Construction Manager will submit an initial Construction Schedule by the date set forth on Exhibit B; a final Construction Schedule with each Guaranteed Maximum Price proposal; and revised Construction Schedules in accordance with the General Terms and Conditions. The Construction Schedule will complement, and will not conflict with, the design schedule.
- 3.3.7 Comply with Owner's Building Design and Construction Standards and guides applicable to this Agreement as referenced herein.

3.4 Pre-Construction Services. The Construction Manager will provide the following Pre-Construction Services as shown more fully in the Guaranteed Maximum Price ("GMP") proposal, attached as Exhibit E:

- 3.4.1 The Construction Manager will familiarize itself with the approved facilities program for the Project and actively and jointly participate with the Owner and the Professional in formation of the final Project design. The phasing of, and schedule for, design for this Project are set forth on Exhibit B.

3.4.2 Submit for Owner review within thirty (30) calendar days of the Owner's execution of this Agreement:

- i. Project reporting procedures;
- ii. Quality Control and Testing Program defined in Exhibit F;
- iii. Safety Program.

3.4.3 The Professional is required, in accordance with schedule requirements, to provide design concepts, narratives, and drawings. At each phase of design, in keeping with the Owner's goals and the program for the Project, the Construction Manager will familiarize itself with these design documents and, in accordance with the Schedule on Exhibit B, provide the Owner and Professional with a report detailing construction issues and concerns relating to the design, with detail appropriate to the phase of design. Without limitation of the foregoing, each construction report will:

- i. include an estimate of overall construction cost, with Construction Manager's contingency associated with the Cost of the Work at no greater percentages than the percentages set forth on Exhibit D, including a comparison of the estimate to Owner's budget for construction;
- ii. identify conceptual decisions necessary to prepare accurate cost reports with the fewest assumptions, qualifications and exclusions;
- iii. include an analysis and evaluation of jobsite management, site logistics, and schedule considerations;
- iv. include an analysis and evaluation of the constructability of the design concepts, narratives, or drawings;
- v. include an analysis and evaluation of the design concepts, narratives, or drawings in regard to the completeness of intended bid categories, conflicts or overlaps in the divisions of the Work, design details affecting construction including, without limitation, unusual or custom materials, value analysis, identification of long-lead materials affecting

the Construction Schedule, availability of labor, and other factors affecting construction and, in the report provided during the Construction Documents Phase, suggestions for alternatives for matters which may delay the construction schedule;

- vi. address problems, conflicts, defects or deficiencies in the design concepts and offer resolutions of same; and
- vii. identify any other issues which Construction Manager reasonably believes may have a negative impact on the Project schedule, budget performance.

3.4.4 The Construction Manager and the Professional will jointly schedule and attend regular meetings with the Owner and evaluate the preliminary design drawings. The Professional will prepare and distribute minutes of these meetings, and the Construction Manager will verify the accuracy and completeness of the minutes.

3.4.5 The Construction Manager will develop a comprehensive jobsite management and logistics plan for the Owner's review, attached as Exhibit H.

3.4.6 The Construction Manager will, in accordance with schedule requirements, assist the Professional with the resolution of all problems, conflicts, defects or deficiencies identified during the review and evaluation of the Construction Documents.

3.4.7 At each phase of design, the Construction Manager will work with the Professional and for the Owner's cost consultant to reconcile, and make recommendations on, the differences between the estimates each has prepared at that phase of design. If the final estimates of the Construction Cost by the Construction Manager and the Professional and for the Owner's cost consultant differ materially, the Construction Manager and Professional and for Owner's cost consultant will meet promptly to reconcile the discrepancies between their estimates so as to permit submission to the Owner of a final estimate of Construction Cost on which both the Professional and the Construction Manager agree.

3.4.8 If the Owner elects to phase and for "fast track" portions of the construction (such portions being described on Exhibit E), multiple Guaranteed Maximum Price proposals will be required.

3.4.9 The Construction Manager understands and acknowledges the Owner's intent that the Project will be completed within the budget set by Owner for the Project. Accordingly, throughout the Pre-Construction Services phase, the Construction Manager will keep Owner informed if it believes that the Project may not be completed within Owner's budget, the reasons why it cannot be, and the Construction Manager's proposed solutions thereof.

3.5 Guaranteed Maximum Price Proposal

3.5.1 At the time set forth on Exhibit B, as it may be adjusted, which will be prior to performance of Construction Services, the Construction Manager will prepare and deliver to the Owner, with a copy to the Professional, a GMP proposal. The Construction Manager will, at a minimum, include in the GMP proposal:

- i. a recital of the specific Construction Documents, including drawings, specifications, and all addenda thereto, used in preparation of the GMP proposal;
- ii. the five (5) elements of the GMP:
 - a. Guaranteed Maximum Cost of the Work (hereinafter defined), detailed by each subcontract, trade or bid division;
 - b. the Construction Manager's Contingency for the Work;
 - c. General Conditions Costs consisting of:
 - ▶ Guaranteed Maximum Construction Manager's General Conditions Staffing Cost (hereinafter defined), detailed by expense category; and
 - ▶ Guaranteed Maximum General Conditions Cost (hereinafter defined), detailed by expense category;
 - d. Guaranteed Maximum for Construction Manager's Overhead

and Profit.

e. Insurance and Bonds as follows:

- ▶ Builder's Risk Insurance
- ▶ Liability Insurance
- ▶ Payment and Performance Bonds

- iii. a draft schedule of values;
- iv. a description of all other inclusions to, or exclusions from, the GMP,
- v. all assumptions and clarifications; and
- vi. the final Construction Schedule.

3.5.2 The Construction Manager acknowledges that the Construction Documents may be incomplete at the time the Construction Manager delivers the GMP proposal, and that the Construction Documents may not be completed until after commencement of the Work. Nevertheless, the GMP proposal will include all costs for the Work required by the completed Construction Documents, and if the GMP proposal is accepted by the Owner, the Construction Manager will be entitled to no increase in the GMP if the Work required by the completed Construction Documents (i) is required by the Contract for Construction, (ii) is reasonably inferable from the incomplete documents, (iii) is consistent with the Owner's programmatic goals and objectives, (iv) is consistent with the Owner's Design and Construction Standards and the general industry standards for completion of the Work, (v) is not an enlargement of the scope of Work or (vi) conforms to the nature, type, kind or quality of Work depicted in the incomplete documents.

3.5.3 If the GMP proposal is unacceptable to the Owner, the Owner will promptly notify the Construction Manager in writing. Within fourteen (14) calendar days of such notification, the Owner, Professional and Construction Manager will meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work

and to the GMP.

3.5.4 The Owner may, at its sole discretion and based upon its sole judgment, (i) indicate its acceptance of a GMP proposal; (ii) reject a GMP proposal; (iii) terminate the Project; or (iv) proceed to construct the Project using a party or parties other than the Construction Manager.

3.5.5 If the Owner rejects a GMP proposal, neither party will have any further obligation under the Contract for Construction. Owner will pay all costs previously approved by Owner and incurred by Construction Manager prior to the notice of rejection of the GMP proposal.

3.5.6 If the Owner accepts a GMP proposal, the parties will complete and execute Exhibit D, and the Owner will issue a written Notice to Proceed to the Construction Manager establishing the date construction is to commence (the "Commencement Date"). The Construction Manager will not expend any monies for construction prior to receipt of such Notice to Proceed without the written approval of the Owner.

3.5.7 Price Guarantees

- i. Upon execution of Exhibit D, the Construction Manager guarantees that the sum of (a) the actual Cost of the Work, (b) Construction Manager's Contingency, (c) Construction Manager's Staffing Costs, (d) General Conditions Cost, and (e) Construction Manager's Overhead and Profit, will not exceed the amount set forth in the agreed upon GMP. All costs or expenses that would cause this sum to exceed the GMP will be borne by the Construction Manager unless adjusted by Owner approved change order.
- ii. Upon execution of Exhibit D, the Construction Manager guarantees that the actual Cost of the Work, Construction Manager's Contingency, Construction Manager's Staffing Costs, General Conditions Cost, and Construction Manager's Overhead and Profit, will not exceed the guaranteed maximum for each such category and that all costs or

expenses that would cause any of these individual categories to exceed the guaranteed maximum for each such category in the agreed upon GMP will be borne by the Construction Manager unless adjusted by Owner approved change order.

- iii. Upon execution of Exhibit D, the Construction Manager certifies that all factual unit costs supporting the GMP proposal are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished to the Owner in the future to support any additional amounts that may be authorized will also be accurate and complete. Payments to the Construction Manager will be reduced if the Owner determines such amounts were originally included due to materially inaccurate, incomplete, or non-current factual unit costs.
- iv. Upon execution of Exhibit D, the Construction Manager guarantees that to the extent the accepted GMP includes contingency, use of contingency will be approved by Owner by change order or additional services authorization prior to expenditure by the Construction Manager.

3.6 Construction Services

3.6.1 Trade Contractor Selection Bidding and Negotiation

3.6.1.1 In accordance with Owner's policies on the subject in effect at the time Construction Manager commences construction, the Construction Manager will prepare and assemble document packets for use in bidding subcontracts. Such packaging of the Work will be broken down to maximize both competition and the involvement of small businesses in accordance with Owner's goals enumerated in Section 8.8 hereof.

3.6.1.2 The Construction Manager will develop subcontractor and supplier interest for each division of the Work. The Construction Manager will pre-qualify proposed subcontractors using a pre-qualification form approved by the Owner and Professional, which will include, at a

minimum, proof of licensure where applicable.

- 3.6.1.3 The Construction Manager will, in accordance with Owner's policy in effect at the time the Construction Manager commences construction, competitively bid each trade category or, if approved by Owner, negotiate for the performance of a particular trade category.
- 3.6.1.4 The Construction Manager will use its best efforts to obtain bids, which are less than the final GMP estimates.
- 3.6.1.5 The Construction Manager will conduct bid openings in the presence of the Owner's representative. The Construction Manager will provide the Owner with a copy of its preliminary bid tabulation and copies of all bids.
- 3.6.1.6 The Construction Manager will, for each subcontract, trade or bid division:
 - i. determine the final bid amounts, having reviewed and clarified the Scope of Work in detail with bidders to determine which bids are the lowest bids and are complete but do not include duplicate scope items;
 - ii. prepare and furnish to the Owner a final bid tabulation summary which includes by subcontract, trade and for bid division, the applicable final GMP estimate and the related final bid amount and the details of all scope clarifications, copies of subcontractor contracts and purchase orders for Owner's review and approval;
 - iii. if requested by Owner, provide a list of all potential Owner Direct Purchase Materials (hereinafter defined);
 - iv. identify to the Owner in writing the subcontractors to which the Construction Manager recommends award of subcontracts; and
 - v. award and enter into a subcontract between itself and each subcontractor which it has recommended in accordance with

this Agreement unless otherwise notified by the Owner.

- 3.6.1.7 No portion of the Work may be performed by the Construction Manager or its affiliates except with Owner's approval in accordance with Owner's policies on the subject in effect at the time the Construction Manager commences construction.
- 3.6.1.8 The Construction Manager will award Trade Contracts representing ninety percent (90%) of the Cost of the Work or more, within the timeframe outlined in Exhibit D.
- 3.6.1.9 The Construction Manager will promptly inform the Owner in writing of any proposed replacements to the list of subcontractors and suppliers in the final bid tabulation sheet provided to Owner, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner will have the right, in its reasonable discretion, to reject any proposed replacement if such proposed replacement fails to meet any criteria or requirements established for subcontractors performing such portion of, or for, the Work.

3.6.2 Construction Supervision

- 3.6.2.1 Commencing with the award of the first subcontract and terminating on the date of Final Completion, the Construction Manager will provide the services described herein.
- 3.6.2.2 The Construction Manager will, as the Owner's construction representative during construction, advise and consult with the Owner and the Professional, and provide administration of the Construction Documents.
- 3.6.2.3 The Construction Manager will supervise and direct the Work at the Site. The Construction Manager will, at a minimum, staff the Project Site with personnel who will:
 - i. supervise and coordinate the Construction Manager's personnel and act as its primary liaison with the Owner and the

Professional;

- ii. coordinate trade contractors and suppliers, and supervise Site construction management services;
- iii. be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes and standards, and the Contract for Construction;
- iv. check, review, coordinate and distribute shop drawings and check and review materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and the Contract for Construction, confer with the appropriate Owner's consultant(s) as necessary to assure acceptable levels of quality;
- v. prepare and maintain Project records, including process documents and daily logs;
- vi. schedule and conduct weekly progress meetings with subcontractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status and other information as necessary and provide notification of, and minutes from, such meetings to Owner and Professional;
- vii. schedule and conduct progress meetings as agreed with the Owner and Professional to review such matters as construction progress, schedule, shop drawing status, and other information as necessary;
- viii. make provision for Project security to protect the Project site and materials stored off- site against theft, vandalism, fire and accidents as required by the General Terms and Conditions.
- ix. promptly reject any Work which does not conform to the Construction Documents or which does not comply with any

applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware, immediately notifying the Professional and the Owner in writing when it has rejected any Work;

- x. comply with, and cause its subcontractors and suppliers to comply with, the Project Construction Schedule and applicable sub-schedules. The Construction Manager will obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance
- xi. with the all applicable schedules to insure timely completion of the Work. If at any time the Project is delayed, the Construction Manager will immediately notify the Owner and the Professional of the probable cause(s) and possible alternatives and make recommendations to minimize expense and delay to the Owner; and
- xii. provide documentation necessary to the Professional for, and otherwise assist the Professional with, the preparation of the final "as-built" or record drawings.

3.6.2.4 In accordance with Owner's agreement with the Professional working on the Project, the Professional will visit the Project Site at intervals appropriate to the stage of construction to familiarize itself with the progress and quality of the Work and to inspect the Work. The Construction Manager will request that the Professional visit the Site at additional times as the Construction Manager deems necessary to attend meetings, inspect the Work, and render interpretations regarding the Work necessary for the proper execution of the Work. The Professional's interpretations and decisions after conferring with the Owner will be final regarding the Construction Documents and the Work.

- 3.6.3 Owner Direct Purchase Program. The Owner may elect to implement an owner direct purchase program whereby it may purchase materials and equipment included in any Subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Owner Direct Purchase Materials." If Owner elects to implement an owner direct purchase program, it will so notify Construction Manager in writing, and the terms of this paragraph will govern, along with Owner's policies on the subject in effect at the time Construction Manager commences construction of the Project. Construction Manager will submit to the Owner a list of appropriate materials and equipment that exceed \$5,000 per purchase requisition for consideration by the Owner as Owner Direct Purchase Materials. Construction Manager will obtain Builder's Risk insurance on the Owner Direct Purchase Materials naming Owner as the insured or an additional insured, provided Owner will reimburse Construction Manager for the cost of such insurance as provided by this Agreement. Construction Manager will be responsible for safeguarding all Owner Direct Purchase Materials on the Project site on Owner's behalf.
- 3.6.4 If Owner elects to purchase any Owner Direct Purchase Materials, it will so notify the Construction Manager and the Construction Manager will thereafter promptly furnish to the Owner, at least fourteen (14) days prior to the date such Owner Direct Purchase Materials must be ordered, a direct purchase order (DPO) request on Florida Poly DPO form reflecting the approved Owner Direct Purchase Materials. A change order will be executed both to reduce the GMP by the amount(s) being directly purchased including related sales tax. The sales tax will remain in the GMP and be moved to Owner contingency once the DPO has been paid in full. In addition, the Construction Manager will reduce the applicable Subcontractor's subcontract amount by the cost of the Owner Direct Purchase Materials and sales tax related thereto on the next application for payment following the change order execution to reduce the GMP.

3.6.5 Reporting. The Construction Manager will provide a monthly report on Thumb-Drive (or other electronic medium agreeable to Owner) summarizing the progress of the Project to the Owner, Professional, and Owner's user group representatives, including information on the subcontractors' Work, percentage of completion of the Work, current estimating, subcontract buyouts, updated monthly Critical Path Method scheduling unless stated otherwise in Exhibit F and Project accounting reports, including projected time to completion and estimated cost to complete the Work, LEED status, digital progress photographs, project directory, logs for Requests for Information, submittals and shop drawings, Change Orders, cost change proposals, field directives, safety meetings, deficiencies, weather conditions and meeting minutes. Owner recognizes that the Design Professional is ultimately responsible for the administration and submittal of all documentation provided by the Construction Manager and required by the U.S. Green Building Council for LEED certification.

ARTICLE 4 COMPENSATION OF CONSTRUCTION MANAGER

4.1 Payment for Pre-Construction Services. The Owner agrees to pay the Construction Manager, and the Construction Manager will accept as complete payment for performance of Pre-Construction Services, the fee set forth on Exhibit E, payable pursuant to the schedule set forth thereon.

4.2 Payment for Construction Services.

4.2.1 The Owner will pay, and the Construction Manager will accept, as full and complete payment for the Construction Services, only the sum of the following items, which sum will not exceed the GMP:

- i. the aggregate net cost directly paid by the Construction Manager to subcontractors pursuant to written subcontracts to perform the Work (CSI Divisions 2-17) (the "Cost of the Work"), not to exceed the guaranteed maximum set forth on Exhibit D;

- ii. the compensation for the Construction Manager's provision of management services (the "Construction Manager's Staffing Costs"), not to exceed the guaranteed maximum set forth on Exhibit D;
- iii. the aggregate net cost of the Construction Manager's General Conditions (the "General Conditions Cost"), not to exceed the guaranteed maximum set forth on Exhibit D and paid for actual cost incurred during the construction period; and
- iv. Construction Manager's Overhead and Profit, not to exceed the guaranteed maximum set forth on Exhibit D.

4.2.2 **Staffing Costs.** Construction Manager's Staffing Costs include and are limited to actual expenditures or negotiated amounts for the following items as authorized in the GMP Proposal approved by Owner

- i. the cost of its supervisory, technical, administrative and clerical personnel engaged in supervision and management of the Work on the Project Site;
- ii. the cost of periodic site visits for supervision, inspection, oversight, or management of the Project by specific "home office" personnel as agreed upon and identified in the GMP proposal;
- iii. direct costs incurred in the Work with the exception of those specifically enumerated compensable as a General Conditions Cost or a Cost of the Work;
- iv. reasonable expenses for transportation, meals, and temporary lodging of principals and employees when traveling in connection with services and duties specifically related to this Project, at the rates set forth as specified in §112.061, Florida Statutes, for meals and transportation; however, in accordance with a directive from the governor of Florida, no reimbursement will be made if any personnel elect to use AirBnb. In accordance with Owner travel policy, when the single room rate exceeds Florida Statute requirements;

- v. \$150 per night, a written justification explaining why a more economical room was not used is required. Justification must be accompanied by a comparison of other comparable hotel rates in the same area;
- vi. expenses incurred for relocation and temporary living allowances of personnel required for the Work, if required by the Project; and
- vii. any costs or expenses incurred by the Construction Manager, not included in the General Conditions Cost, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with the Contract for Construction and the best interests of Owner.

4.2.3 General Conditions Costs. General Conditions costs include and are limited to actual expenditures or negotiated amounts for the following items as authorized in the GMP Proposal approved by Owner:

- i. costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager will mean fair market value;
- ii. costs incurred to provide site safety;
- iii. costs of removal of debris from the site;
- iv. costs of document reproduction including bid sets, facsimile transmissions and long- distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office;

- v. that portion of insurance and bond premiums directly attributable to this Contract for Construction. Premiums will be net of trade discounts, volume discounts, dividends and other adjustments;
- vi. sales, use, or similar taxes imposed by a governmental authority and paid by the Construction Manager, and directly related to the Work;
- vii. fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract for Construction to pay, including deposits lost for causes other than Construction Manager's fault;
- viii. data processing costs directly related to the Work and as approved by Owner in writing;
- ix. the cost of obtaining and using all utility services required for the Work;
- x. the cost of crossing or protecting any public utility, if required, and as directed by the Owner;
- xi. all reasonable costs and expenditures necessary for the operation of the Site office, such as stationary, supplies, furniture, fixtures, office equipment and field computer services provided that quantity and rates are subject to Owner's prior written approval;
- xii. the cost of secure off-site storage space or facilities approved in advance by Owner;
- xiii. printing and reproduction of the Construction Documents;
- xiv. rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers; however any rental charge will not exceed the purchase price of such facilities, machinery, equipment or tools;
- xv. cost of surveys, measurements and layout work reasonably required for the execution of the Work or by the Construction Documents; and

xvi. other expenses or charges properly incurred and paid in the prosecution of the Work, with the prior written approval of the Owner.

4.2.4 Construction Manager's Overhead and Profit. The Construction Manager's Overhead and Profit is a fixed percentage of the (i) Guaranteed Maximum Cost of the Work, (ii) Construction Manager's Contingency, (iii) Guaranteed Maximum Construction Manager Staffing Costs and (iv) Guaranteed Maximum General Conditions Cost (excluding bond and insurance costs), as agreed upon in Exhibit D. Overhead and Profit covers the costs of all of Construction Manager's overhead and expenses related to the Work, including home or branch office employees or consultants not at the Project Site, except those staffing costs paid pursuant to Section 4.2.2(ii) and general operating expenses of the Construction Manager's principal and branch offices related to the Work (non-field offices), such as telegrams, telephone service and long-distance and zone telephone charges, postage, office supplies, expressage, and other similar expenses.

4.2.5 Construction Manager's Contingency.

4.2.5.1 The Construction Manager's Contingency, established in the GMP, may be utilized, with the Owner's concurrence, via "no cost" change order for the following reasons:

- i. Errors and omissions in the Construction Manager's bidding and scoping processes;
- ii. reasonable schedule recovery;
- iii. means, methods, and materials reasonably inferred from the Construction Documents;
- iv. subcontractor non-performance or default;
- v. Work not included in the Construction Documents which is necessary to cause the Project to conform to applicable building codes but was not identified as missing during the review of Construction Documents (through no fault of the

Construction Manager);

- vi. other costs incurred by the Construction Manager that are not Cost of the Work, General Conditions Cost or Construction Manager Staffing Costs; and
- vii. costs and expenses incurred by the Construction Manager, not included in the General Conditions Cost, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with this Agreement and the best interests of Owner.
- viii. legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:
 - (a) The Owner approved incurring such cost in advance, which approval will not be unreasonably denied; and
 - (b) The legal costs were not incurred as a result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal cost incurred in preparing or asserting claim or request by Construction Manager itself for change orders or in enforcing the obligations of this contract.

- 4.2.5.2 If upon completion of 75% of the Work, the remaining amount of contingency exceeds one-half of the amount of the initial post-buyout contingency, Owner may make a request to Construction Manager to transfer such excess including related overhead and profit via change order to the Owner and upon mutual agreement Construction Manager may transfer such excess or another mutually agreed upon amount to Owner.

4.2.6 Buyout Savings.

- (i) If Construction Manager receives bids for portions of the Work which are less than the amounts budgeted in the GMP proposal approved by Owner for such portions of the Work, such buyout savings will first be utilized to offset shortfalls on other bid packages.
- (ii) If, after offsetting any shortfalls, buyout savings remain, at the time provided on Exhibit D for the award of subcontracts, Owner may, at its sole discretion, direct Construction Manager to return all buyout savings including related overhead and profit to the Owner via "no cost" change order.

4.2.7 Use of Buyout Savings Sales Tax Savings. The net amount of buyout savings and savings from Owner's purchase of Direct Purchase Materials may be utilized by the Owner for the following or other reasons:

- (i) customer or designer-requested changes;
- (ii) additive bid alternates and deductive credits;
- (iii) design errors or omissions in the Construction Documents which were not detected by the Construction Manager through no fault of Construction Manager, including Work necessary to cause the Project to conform to applicable building codes;
- (iv) differing unforeseen existing conditions, as permitted in the General Terms and Conditions;
- (v) retained by Owner for future projects and not part of this contract.

4.2.8 Compensation for Change Orders. Construction Manager will be entitled to compensation for Additional Services it provides, at the amounts agreed to by Construction Manager and Owner, in writing, prior to performing such additional services. Amounts owed by the Owner to the Construction Manager will be adjusted by duly authorized change order in accordance herewith and the General Terms and Conditions. Upon performance of additional services, Construction Manager will submit to Owner an Application for Payment with each additional service identified beneath the

basic service milestones, or on a continuation page as required, associated monetary value, and appropriate back-up documentation in preparation for an audit thereof. In addition to Change Orders for Additional Services, Construction Manager will be entitled to submit a request for an equitable adjustment to the GMP for impacts beyond its reasonable control, such as: (i) delays beyond Construction Manager's reasonable control, so long as CM is otherwise in compliance with all responsibilities and obligations on the Project; (ii) a change in applicable law, (iii) a written interpretation modifying the Contract Documents; and (iv) down time after an order from the Owner directing Construction Manager to stop the Work that is documented by Construction Manager and agreed-to by Owner as a construction delay.

4.2.8.1 Increase in Cost of Work. If the Cost of the Work is increased by change order, the Owner will pay the Construction Manager the aggregate net cost directly paid by the Construction Manager to subcontractors or suppliers for the performance of the Work and the Construction Manager will receive Overhead and Profit on such amount, as a percentage as set forth in Exhibit E, and an amount for any increased bond and insurance costs associated therewith.

4.2.8.2 Decrease in Cost of Work. If the Cost of the Work is decreased by change order, payment due from the Owner to the Construction Manager including related overhead and profit will be reduced by the amount the Construction Manager is no longer obligated to pay subcontractors or suppliers for performance of the Work. Decreases in the Cost of the Work will inure to the benefit of the Owner and will not become part of the Construction Manager's Contingency.

4.2.8.3 Change Order Disputed. If the Construction Manager disputes a change order decision pursuant to the General Terms and Conditions, it must give the Owner its written notice of dispute, including the reasons therefore, within seven (7) calendar days of the disputed decision.

4.2.9 Applications for Payment for the Work. Applications for payment will be submitted in detail sufficient for an audit thereof in accordance with Owner's policies on the subject in effect at the time Construction Manager commences construction. The Construction Manager's accounts receivable representative will coordinate with the Facilities Project Manager, (863) 874-8600, who is the University representative for processing accounts payable business documents, and prior to the first payment application, to assure the University receives the Division and Section data in an acceptable format following the Construction Specifications Institute (CSI) format, Divisions 1 - 17. Within thirty (30) days of receipt of the Construction Manager's application for payment, properly prepared pursuant to Owner's policies on the subject and request provided herein, the Owner will pay the Construction Manager the amount approved by Professional, less retainage as defined in Exhibit E, unless there is a dispute about the amount of compensation due to the Construction Manager.

4.2.9.1 At Owner's discretion, retainage may be reduced at designated stage of completion as defined in Exhibit E.

4.3 Labor Burden. For purposes of calculating amounts due to Construction Manager under this Agreement for staffing, the parties agree that Construction Manager's labor burden for each employee staffing the Project will be the labor burden approved by the Owner prior to, or upon execution of, this Agreement. For purposes hereof, labor burden means the actual cost of benefits and taxes that Construction Manager must pay or chooses to pay its employees and will not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Construction Manager chooses to pay, such benefits must be authorized by Owner under Owner's policy pertaining to labor burden in order to receive reimbursement from Owner.

4.4 Vendor Ombudsman. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s), may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

ARTICLE 5 LIQUIDATED DAMAGES FOR DELAY

- 5.1** Inasmuch as failure to Substantially Complete the Work within the time fixed on Exhibit D will result in injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not Substantially Completed within the time provided on Exhibit D, or within such further time, if any, as will be allowed for time extensions in accordance with the provisions of the Contract for Construction, the Construction Manager will pay to the Owner as liquidated damages for such delay, and not as a penalty, the amount set forth in Exhibit E for each calendar day elapsing between the date fixed for Substantial Completion and the date such Substantial Completion is fully accomplished. The parties agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.
- 5.2** The liquidated damages will be payable in addition to any excess expenses or costs payable by the Construction manager to the Owner under the General Terms and Conditions, and will not preclude the recovery of damages by the Owner under other provisions of the Contract for Construction, except claims related to Construction Manager's delays in Substantial Completion. Owner's right to receive liquidated damages will in no manner affect the Owner's right to terminate the Contract for Construction, as provided in the General Terms and Conditions or elsewhere in the Contract for Construction. The Owner's exercise of the right to terminate will not release the Construction Manager from the obligation to pay said liquidated damages.
- 5.3** When the Owner reasonably believes (i) that Substantial Completion will be inexcusably delayed; or (ii) that the Construction Manager will fail to achieve Final Completion by the date of Final Completion, the Owner will be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager the daily amount specified for liquidated damages in this Article for each calendar day of the unexcused delay. If and when the Construction Manager overcomes the

delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner will promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

ARTICLE 6 INSURANCE AND BONDS

6.1 The Construction Manager will carry the insurance and payment and performance bonds described in the General Terms and Conditions.

ARTICLE 7 AUDIT RIGHTS

7.1 Owner may, upon reasonable notice, audit the records of its Construction Manager and its subcontractors and suppliers during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to Construction Manager under this Agreement or longer, if required by law. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. Once agreed upon by Owner and Construction Manager, any billable rates, fixed rates, percentages, or multipliers in the Contract Documents, including the GMP Proposal will be auditable only to confirm their proper application and may not be audited to review or confirm their composition."

7.2 For purposes hereof, Construction Manager's "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to this Contract for Construction, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), back-charge logs and supporting

documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers and memoranda.

- 7.3** Owner's authorized representative will have reasonable access to the Construction Manager's facilities, will be allowed to interview all current or former employees to discuss matters pertinent to this Contract for Construction, will be provided adequate and appropriate work space at Construction Manager's facilities, may count employees at the Site, may be present for the distribution of payroll and will have such other rights of access as may be reasonably necessary to carry out an audit.
- 7.4** If an audit discloses overpricing or overcharges, Construction Manager will refund the overpayment. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid hereunder, but in any event more than \$200,000, whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner's audit will be reimbursed to the Owner by the Construction Manager. Any adjustments and for payments that must be made as a result of any such audit or inspection of the Construction Manager's invoices and for records will be made within ninety (90) calendar days from presentation of Owner's findings to Construction Manager.
- 7.5** Construction Manager will ensure notice of Owner's audit rights is provided to its subcontractors, suppliers and any other vendor providing services or materials for the Project and will ensure that each agreement it enters into pursuant hereto includes these or similar provisions protecting the Owner's audit rights.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1** The Owner and Construction Manager respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor

Construction Manager will assign this Agreement without the written consent of the other.

- 8.2** The Contract for Construction will be governed by, and construed under, the laws of the State of Florida, without regard to its choice of law provisions and venue will lie in the state courts in Polk County, Florida.
- 8.3** The Construction Manager represents and warrants that it 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, and that it has not paid or agreed to pay any person, company, corporation individual or firm (other than a bona fide employee working solely for the Construction Manager) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 8.4 Public Records, Contract for Services: Compliance with section 119.0701, Florida Statutes.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (863) 583-9070, ogc@floridapoly.edu, Florida Polytechnic University at Polk State College, Attention: General Counsel, 4700 Research Way, Lakeland, FL 33805.

To the extent that Construction Manager meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Construction Manager must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes requiring Construction Manager to:

- A. Keep and maintain public records required by Owner to perform the service.

- B. Upon request from the Owner's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to Owner all public records in possession of Construction Manager or keep and maintain public records required by Owner to perform the service. If Construction Manager transfers all public records to Owner upon completion of the contract, Construction Manager must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Construction Manager keeps and maintains public records upon completion of this Agreement, Construction Manager must meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

A request to inspect or copy public records relating to this Agreement must be made directly to Owner. If Owner does not possess the requested records, Owner must immediately notify Construction Manager of the request, and Construction Manager must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

These provisions are material provisions to this agreement: if Construction Manager does not comply with the Owner's request for records, Owner may terminate this contract for cause as defined further below.

This Agreement may be unilaterally canceled by the Owner for refusal by the Construction Manager to allow public access to all documents, papers, letters, or

other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Manager in conjunction herewith.

- 8.5** Owner's performance and obligation to pay hereunder is contingent upon an annual appropriation by the Legislature.
- 8.6** The Construction Manager warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty-six (36) months. The Construction Manager further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in excess of \$15,000.00 in connection with this Project if the supplier, subcontractor or consultant has been placed on the convicted vendor list within the past thirty-six (36) months.
- 8.7** All capitalized terms used herein but not defined herein will have the meaning ascribed thereto in the General Terms and Conditions.
- 8.8** Owner is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of construction related services. Small businesses should have a fair and equal opportunity to compete for dollars spent by Florida Polytechnic University to procure construction-related services. Competition ensures that prices are competitive and a broad vendor base is available. Construction Manager will use good faith efforts to ensure opportunities are available to small businesses including women and minority-owned businesses on the Project.
- 8.9** Building information modeling (BIM) models will be made available to the Construction Manager as described in Exhibit A.
- 8.10** Construction Manager is an independent contractor to Owner.
- 8.11** All exhibits referenced herein are attached hereto and incorporated by reference.
- 8.12** Any modifications to this Agreement or the Contract for Construction are set forth on Exhibit F.

The duly authorized representatives of the parties hereby execute this Independent Contractor Agreement.

UNIVERSITY:

CONTRACTOR:

The Florida Polytechnic University

Skanska USA Building, Inc.

Board of Trustees

Signature

Signature

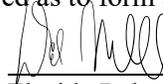
Print Name

Print Name

Date

Date

Approved as to form and legality:

BY: 

Florida Poly Attorney

DATE: 4/29/19

Approved by University Board of Trustees

DATE: _____

President on behalf of the
University Board of Trustees

BY: _____
Dr. Randy Avent

DATE: _____

EXHIBITS

The following exhibits will be created as a part of the final Agreement for Construction Manager Services, and are herein incorporated by reference.

Exhibit A - description of the project.

Exhibit B - preliminary schedule.

Exhibit C - project team of the Construction Manager.

Exhibit D - GMP approval, payments schedule and notice to proceed.

Exhibit E - LEED certification, logistics and the GMP proposal.

Exhibit F - modifications to the Agreement.

Exhibit G - Remaining terms under discussion

Exhibit H –Jobsite Management and Logistics Plan.

EXHIBIT A

PROJECT DESCRIPTION AND APPLICABLE DOCUMENTS & GUIDELINES

Description of Project

FPU Project No: PC5330
 FPU Project Name: IST Building Reconstruction
 Location/Address: 4450 Polytechnic Circle
 Description/Scope: Pergola Replacement

The Project consists of the re-design, repair and upgrades of pergolas, which are part of the Innovation, Science and Technology (IST) Building. The re-design and repairs will upgrade the pergolas and bring them into compliance with the requirements of the 2017 Florida Building Code. The re-design of the pergolas shall be completed by MG McGrath Inc. (“McGrath”), a subcontractor of Skanska USA Building Inc. (“Skanska”). Skanska shall act as the Construction Manager for the Project and coordinate the work of McGrath, the electrical contractor and to the extent necessary a roofing contractor to perform repairs. The scope of construction within Skanska’s GMP is limited to the work contemplated in the delegated design documents listed below.

Florida Polytechnic University (“FPU”) has engaged the services of Thornton Tomasetti to provide design review and limited Contract Administration Services as the “Professional” as defined in the Contract Documents. To the extent that contract administration is required by Professional in the Contract Documents and the contract administration is being performed by Thornton Tomasetti, they will be performed by FPU.

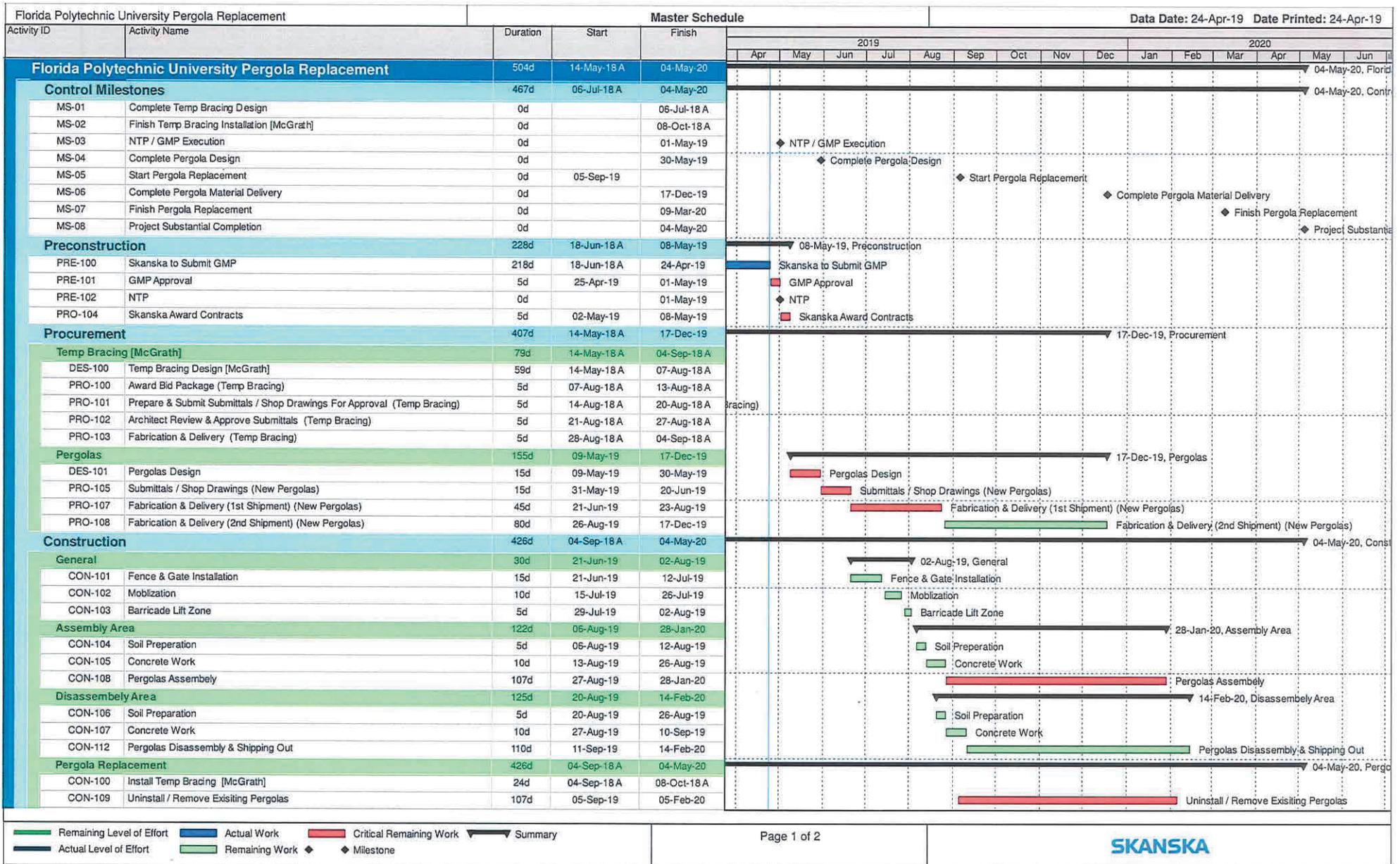
1.6/3.3 Documents, Conditions, and Guidelines

1. Owner’s policies and project management guides listed under ‘Forms & Standards’ at (webpage address forthcoming)
 To the extent that any requirements impact Skanska or its subcontractors as a result of policies or procedures that were not previously provided to Skanska notice will be provided.
2. MG McGrath Inc. Pergola Shop Drawings dates 12-12-12
3. MG McGrath Resubmitted Shop Drawings Approved by Thorton Tomasetti 4-29-13
4. Larsen Engineering Company Shop Drawings/ Design Calculations dated 7-17-13
- 5.
- 6.

8.9 Building Information Modeling (BIM)- NOT APPLICABLE

EXHIBIT B

PROJECT SCHEDULE



■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
 ▼ Summary
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

EXHIBIT C

CONSTRUCTION MANAGER'S PERSONNEL

1.2 Project Team

Deviation from, or revisions to this list must be pre-approved in writing by the Owner's Project Manager. Construction Manager's employee rates will be subject to Article 4.3 of the Agreement.

Senior Vice President/ Account Manager- Chuck Jablon

Project Executive- Mark McLaughlin

Project Manager- Sara Vasconi Vowels

Project Superintendent- TBD

EXHIBIT D

GUARANTEED MAXIMUM PRICE PROPOSAL

GUIDELINES FOR CONSTRUCTION MANAGERS FOR THE PREPARATION OF MINOR PROJECTS
GUARANTEED MAXIMUM PRICE PROPOSALS

MINOR PROJECTS GUARANTEE MAXIMUM PRICE PROPOSAL

Project Name:	<u>FPU Pergola Replacement</u>	Date:	<u>2/27/2019</u>
FPU Building Name:	<u>IST</u>	Architect/Engineer:	<u>MG McGrath</u>
Constructor Manager:	<u>Skanska USA Building Inc</u>	A/E Project Manager:	<u>N/A</u>
CM Project Manager:	<u>Mark McLaughlin</u>	USF Project Manager:	<u>David Calhoun</u>

I. COST OF WORK

A. General Conditions

Supervision at 40 Hrs/Week	\$ 257,635
General Requirements- Site Office/ Monthly Expenses	\$28,750
Subtotal A – General Conditions	\$ 286,385

B. Self-Performed Work (requires Project Manager's Approval)

N/A	\$ 0
Subtotal B – Self-Performed Work	\$ 0

C. Trade/Sub-Contract Work

Name: <u>MG McGrath</u>	Trade: <u>Pergola Replacement</u>	\$ 7,832,169
Name: <u>Borrell Electric</u>	Trade: <u>Electrical</u>	\$98,749
Name: <u>Roofing (Allowance)</u>	Trade: <u>TBD</u>	\$10,000
Name: <u>Temp Fencing/ Gates (Allowance)</u>	Trade: <u>TBD</u>	\$8,000
Name: <u>Clear & Grub Mob Area (Allowance)</u>	Trade: <u>TBD</u>	\$2,000
Name: <u>Erosion Control (Allowance)</u>	Trade: <u>TBD</u>	\$5,000
Name: <u>Concrete Work Pad (Allowance)</u>	Trade: <u>TBD</u>	\$79,904
Name: <u>Temp Utilities To Trailer (Allowance)</u>	Trade: <u>TBD</u>	\$20,000
Name: _____	Trade: _____	
Name: _____	Trade: _____	
Subtotal C – Trade/Sub-Contract Work		\$ 8,055,822
Cost of Work Subtotal (A+B+C)		\$ \$8,342,207

II. CM FEE (4.5%) X (A+B+C)	\$ 375,399
III. BONDS & INSURANCE (Bonds are required for all projects over \$100,000.00)	\$ 518,298
IV. CM CONTINGENCY (Negotiated % of Cost of Work Subtotal A+B+C)	\$ 250,266
V. FPU PERMIT FEE	\$ 0
VI. PRE-CONSTRUCTION SERVICES	\$30,000
TOTAL GMP (I + II + III + IV + V+VI)	\$9,516,170

VI. CONTRACT TIME:	Calendar Days
Number of Days from Notice to Proceed to Substantial Completion	368

VII. CLARIFICATIONS:

1. Scope of roofing repairs is unknown at this time- a \$10,000 allowance is included in cost of work.
2. All required permits are included. Associated fees are excluded.
3. It is anticipated the pergola replacement work will proceed concurrently with the new ARC building to allow GC/ GR costs to overlap.
MG McGrath will act as designer of record. FPU will contract directly with the IST structural
4. engineer of record for structural requirements at the pergola connection points to the IST Building
5. Repair and/ or modifications to any building elements not specifically outlined in the MG McGrath proposal dated February 7, 2019- Revision 3 is excluded

VIII. DRAWINGS AND SPECIFICATIONS:

(our price is as per the following drawing sheets and specifications)

1. MG McGrath will be the design-builder. Design drawings will be generated upon GMP approval.
2. _____
3. _____
4. _____
5. _____

IX. ATTACHMENTS:

1. Skanska Pergola Proposal to Replace to Current 2017 Florida Building Code dated 2-15-19
2. MG McGrath pergola replacement proposal dated 2-7-17
3. Borrell Electric pergola replacement proposal dated 6-21-17
4. Site Logistics Plan
5. Project Schedule dated 2-13-19

X. CM CERTIFICATION:

CM Project Manager:

(Signature/Date)

XI. The undersigned have reviewed this proposal and recommend an award of a purchase order and Notice to Proceed for the described work.

UNIVERSITY APPROVAL

The undersigned have reviewed this proposal and recommend an award of a purchase order and Notice to Proceed for the described work.

Skanska USA Building Inc. will provide services to Florida Polytechnic University as described herein, subject to the governing terms of the Agreement between Skanska USA Building Inc. and the Florida Polytechnic University Board of Trustees, pursuant to the Agreement For Construction Management Services dated May 1, 2019

The services will be properly invoiced based on the percentage of the actual services that have been completed in accordance with the terms of the Agreement between Skanska USA Building Inc, and the Florida Polytechnic University Board of Trustees pursuant to the Agreement For Construction Management Services dated May 1, 2019

CM Project Manager: _____ Date: _____

Title: _____

Architect/Engineer: _____ Date: _____

Firm: _____ Title: _____

FPU Project Manager: _____ Date: _____

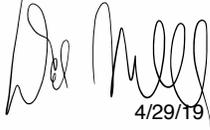
FPU AVP F&SS: _____
David Calhoun

Date: _____

FPU Board of Trustees: _____
Dr. Randy Avent)

Date: _____

Approved as to form and legality:



4/29/19





Florida Polytechnic University Pergola Replacement GMP

Assumptions and Clarifications:

- The scope of roofing repairs is unknown at this time- a \$10,000 allowance is included in the GMP.
- Required permits are included. Any associated permit fees are excluded.
- It is anticipated the pergola replacement work will proceed concurrently with the new ARC building to allow general conditions and general requirement costs to overlap.
- Repair and or modifications to any building elements not specifically outlined in the MG McGrath proposal dated February 7, 2019- Revision 3 is excluded.
- Electrical work scope included in this GMP is per that described in Borrell Electric's proposal letter dated June 21, 2018.

EXHIBIT E

PROJECT SPECIFIC REQUIREMENTS AND PRE-CONSTRUCTION SERVICES FEE

3.3.4 **LEED Certification.** The LEED Certification level is not applicable. Metals to be recycled by McGrath.

3.3.6 **Initial Construction Schedule Deadline**
 With Advanced Schematic Design submittal or
 no later than **May, 2019**

3.4.3 **Construction Manager's Contingency** shall be no greater, as a percentage of the estimated Cost of the Work, than the following at each of the following phases:
ten percent (**10 %**) at Pre-Design
ten percent (**10 %**) at Conceptual Schematic Design
eight percent (**8 %**) at Advanced Schematic Design
six percent (**6 %**) at Design Development
five percent (**5 %**) at (**60 %**) Construction Documents
three percent (**3 %**) at the time the GMP proposal is included
two percent (**2%**) at the time that Construction Manager has bought out Trade Contracts representing ninety percent (90%) of the Cost of Work or more.

3.4.5 **Jobsite Management and Logistics Plan**
 with **Design Development** phase submittal or
 no later than **May 2019**

3.4.8 **Phased or "Fast-Track" Construction**
None

3.5.1 **GMP Proposal Submittal Deadline**
 upon completion of sixty percent (**60%**) of the Construction Documents
 thirty (30) days after completion of the Construction Documents
 no later than **April 30, 2019**.
 Describe or delete this line.

Pre-Construction Services Fee

PHASE	FEE
Pre-Design Phase	\$ INCLUDED
Conceptual Schematic Design	\$ INCLUDED
Advanced Schematic Design	\$ INCLUDED
Design Development	\$ INCLUDED
60% Construction Documents	\$ INCLUDED
100% Construction Documents	\$ INCLUDED
Total:	\$ INCLUDED

4.1 **Overhead & Profit.** The Construction Manager's Overhead & Profit percentage shall not exceed **4.5%**

4.2.2 **Mileage Rate.** The mileage rate for authorized travel - based on State of Florida rates on the Effective Date of this Agreement - is **\$0.445 per mile**.

Lodging Rate. The maximum reimbursable rate for lodging in **Lakeland, Florida** based on General Services Administration (GSA) rates on the Effective Date of this Agreement - is **\$150.00 per night**, plus applicable taxes. Reference www.gsa.gov/perdiem.

Meals. The maximum reimbursable rates for meals (only paid when overnight travel is involved) - based on State of Florida rates on the Effective Date of this Agreement - are:

\$6.00 for breakfast, \$11.00 for lunch, \$19.00 for dinner = \$36.00 TOTAL

5.1 **Liquidated Damages: \$200** per day

EXHIBIT F**PROJECT-SPECIFIC MODIFICATIONS****8.12 Modifications to the Contract for Construction**

- No retainage shall be held on Skanska's general conditions costs, fee, bonds and insurances.
- After Substantial Completion, retainage shall be held at 150% of the value of each open punch list item.
- General conditions costs are lump sum and will be billed in equal amounts for the schedule duration.
- A Contractors Controlled Insurance Policy (CCIP) is included in the GMP at a rate of 2.58% of the GMP.
- Subcontractor Default Insurance (SDI) is provided in lieu of subcontractor bonds and is included in the GMP at 1.24% of cost of work.
- The GMP includes a 3% Construction Contingency. This contingency is to cover unforeseen construction conditions, bid errors, scope gaps, etc. and is not to be used to fund Owner directed changes unless mutually agree by Skanska and FPU. Use of Construction Contingency shall be with Owner approval via signed Authorization Request in lieu of a change order as required by the Agreement.
- The contract does not specifically address cost and schedule relief with respect to change in law. This GMP is based upon the understanding that a change in law is a condition that justifies the compensation of Skanska for any resulting cost and or delays.
- The GMP is based on the issuance of the Notice to Proceed in accordance with the project schedule. If the Notice to Proceed is delayed, Skanska reserves its right to adjust the GMP and Project Schedule accordingly.
- Subcontractor change order mark-up shall be as follows: 10% overhead and profit on self-performed work, 5% mark-up on sub-tier contractors.
- Skanska and FPU waive all claims against each other for consequential damages arising out of or relating to this Contract, including damages resulting from loss of use or any indirect, special, punitive or exemplary damages.
- The standard of care for professional services performed by Skanska's design assist subcontractors shall be the care and skill ordinarily used by professionals performing similar services on similar projects and under similar conditions in the central Florida area and in no case less than reasonable care. Skanska's responsibility for design services shall be no greater than the level of responsibility assumed by the delegated design subcontractors.
- Any liquidated damages that may be due from Skanska shall be capped at no more than Skanska's Fee for the Project.
- LEED requirements are not applicable to this project.
- The express warranties provided by Skanska and its subcontractors shall be the sole and exclusive warranties for the Work and FPU waives any implied warranties that may be available at law. Warranty period is one year for material and labor for Pergola components. Applied finish is per manufacturer's warranty.

EXHIBIT G

REMAINING TERMS UNDER DISCUSSION

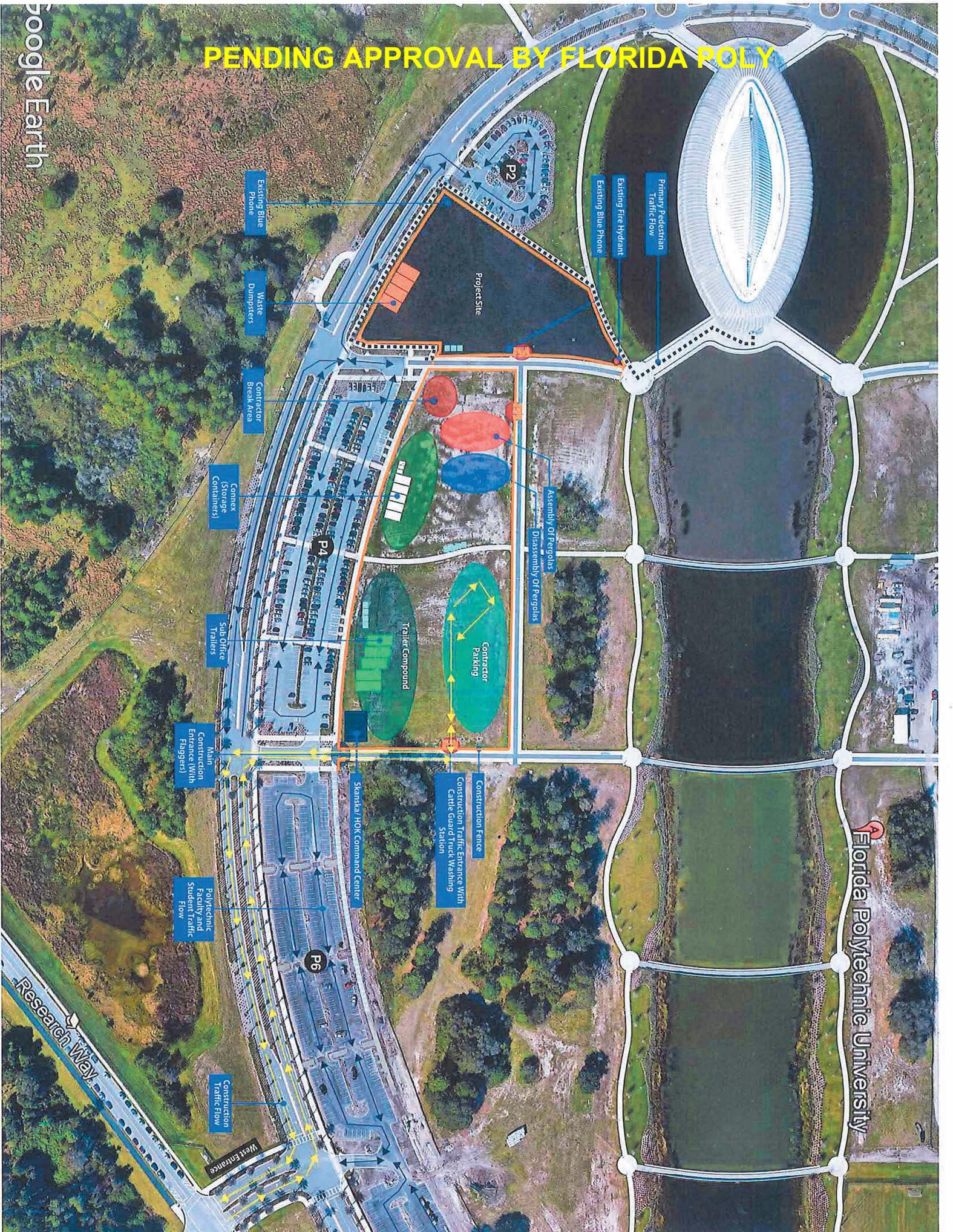
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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT H

LOGISTICS PLAN

PENDING APPROVAL BY FLORIDA POLY



Florida Polytechnic University

Google Earth

BID TABULATION SUMMARY

Project Number, Name: Pergola Replacement Construction Manager: Skanska USA Building
 Bid Opening Date / Time: _____ Architect / Engineer: Thorton Tomesetti
 Bid Opening Location: _____

Bid Pkg	Description	Subcontractor	GMP Budget	Actual Cost	Owner Savings	Alternates						Sum of Alternates	Anticipated or Target Value	
						ALT #1	ALT #2	ALT #3	ALT #4	ALT #5	ALT #6		Direct Purchase	
02A	Temp Fencing/ Gates	Allowance	8,000											
02B	Clear & Grub	Allowance	2,000											
02C	Erosion Control	Allowance	5,000											
02D	Temp Utilities To Trailer	Allowance	20,000											
03A	Concrete Work Pad	Allowance	79,904											
07A	Roofing	Allowance	10,000											
08A	Pergola Replacement	MG McGrath	7,832,169	7,832,169	-							-	-	
16A	Electrical	Borrell	98,749	98,749	-							-	-	
TOTALS			8,055,822	7,930,918	-	-	-	-	-	-	-	-	-	-

1	Description of Alternate #1													
2	Description of Alternate #2													
3	Description of Alternate #3													
4	Description of Alternate #4													
5	Description of Alternate #5													
6	Description of Alternate #6													



BID TABULATION BY SCOPE

Bid Opening Date: N/A Project No.: 2319002
 Bid Opening Time: N/A Project Name: FPU Pergola Replacement
 Bid Opening Location: N/A Architect/Engineer: Thorton Tomesetti
 Bid Package (# and name): BP-02D Temporary Utilities To Trailer (Allowance) Prime Contractor: Skanska USA Building Inc.
 GMP Budget for Package: \$20,000

Bid Tabulation by: _____ Bid Tabulation Witnessed by: _____
 for the Construction Manager (date / initial) for the Owner (date / initial)

Bidder	Addenda Received	Subs Listed	License Verified	Bid Bonds	P&P Bonds	Base Bid	Alternate			Bid Total	Anticipated or Target Value	
							No. 1	No. 2	No. 3		Direct Purchase	

Scope of Alternates (all alternates must have a typed explanation):
 Alternate No. 1: _____
 Alternate No. 2: _____
 Alternate No. 3: _____

Clarifications (if any):
 Use this area as an explanation/clarification as to why a lower bid may not have been used, etc...



BID TABULATION BY SCOPE

Bid Opening Date: N/A	Project No.: 2319002
Bid Opening Time: N/A	Project Name: FPU Pergola Replacement
Bid Opening Location: N/A	Architect/Engineer: Thorton Tomesetti
Bid Package (# and name): BP-08A Roofing (Allowance)	Prime Contractor: Skanska USA Building Inc.
GMP Budget for Package: _____	\$10,000

Bid Tabulation by: _____ for the Construction Manager (date / initial)	Bid Tabulation Witnessed by: _____ for the Owner (date / initial)
---	--

Bidder	Addenda Received	Subs Listed	License Verified	Bid Bonds	P&P Bonds	Base Bid	Alternate			Bid Total	Anticipated or Target Value	
							No. 1	No. 2	No. 3		Direct Purchase	

Scope of Alternates (all alternates must have a typed explanation):

Alternate No. 1: _____

Alternate No. 2: _____

Alternate No. 3: _____

Clarifications (if any):

Use this area as an explanation/clarification as to why a lower bid may not have been used, etc...



BID TABULATION BY SCOPE

Bid Opening Date: N/A	Project No.: 2319002
Bid Opening Time: N/A	Project Name: FPU Pergola Replacement
Bid Opening Location: N/A	Architect/Engineer: MG McGrath
Bid Package (# and name): 08A- Pergola Replacement	Prime Contractor: Skanska USA Building Inc
GMP Budget for Package: \$7,832,169	

Bid Tabulation by: _____ Bid Tabulation Witnessed by: _____
 for the Construction Manager (date / initial) for the Owner (date / initial)

Bidder	Addenda Received	Subs Listed	License Verified	Bid Bonds	P&P Bonds	Base Bid	Alternate			Bid Total	Anticipated or Target Value Direct Purchase
							No. 1	No. 2	No. 3		
MG McGrath	n/a	yes	yes	n/a	n/a	\$7,832,169				\$7,832,169	0

Scope of Alternates (all alternates must have a typed explanation):
 Alternate No. 1: _____
 Alternate No. 2: _____
 Alternate No. 3: _____

Clarifications (if any):
 Use this area as an explanation/clarification as to why a lower bid may not have been used, etc...
 MG McGrath was the sole bidder on this project because they were the designers/ fabricators/ installers of the original pergolas and possessed the most knowledge of engineering and installing this very unique and complicated building element. It would be virtually impossible to define scope and receive responsive bids on this extraordinarily specialized system. Additionally, McGrath owns patents on many of the Pergola components, making open bidding more difficult.



BID AWARD AND ANALYSIS

Bid Opening Date:	<u>2/7/2019</u>	Project No. / Name:	<u>IST Pergola Replacement</u>
Bid Opening Time:	_____	Project Location:	<u>Lakeland, FL</u>
Bid Opening Location:	<u>Skanska Tampa Office</u>	Owner:	<u>The Florida Polytechnic University, Board of Trustees</u>
Prime Contractor:	<u>Skanska USA Building Inc.</u>	Architect/Engineer:	<u>MG McGrath</u>

Bid Package No.:	<u>08A</u>	Contract Date:	_____
Bid Award to:	<u>MG McGrath</u>		
On the basis of:	<input type="checkbox"/> LOWEST PRICE <input type="checkbox"/> PRICE AGREEMENT <input type="checkbox"/> SOLE SOURCE AS DIRECTED BY OWNER <input type="checkbox"/> EARLY DELIVERY <input checked="" type="checkbox"/> REQUIRED DESIGN <input checked="" type="checkbox"/> LACK OF 3 ACCEPTABLE SOURCES <input checked="" type="checkbox"/> BETTER QUALITY <input type="checkbox"/> EMERGENCY REQ. <input type="checkbox"/> CM SELF PERFORMED (Approval Letter Attached) <input checked="" type="checkbox"/> OTHER (describe): <u>McGrath was the original contractor for the pergolaas and best suited for their replacement. See Bid Tabulation Sheet for further explanation</u>		

Total GMP Budget:	<u>\$9,571,489</u>	Bidder Information	
This Bid Package	<u>\$7,832,169</u>	Address:	<u>1387 Cope Ave., Maplewood MN</u>
Schd. of Value Line #:	_____	Telephone:	<u>651-403-5926</u>
Schd. of Value Budget:	<u>\$7,832,169</u>	FAX:	_____
This Subcontract Amount:	<u>\$7,832,169</u>	Contact:	<u>Luke Rassmussen</u>

Bids Opened by:	(Type Name)	(Signature)
for the Contractor:	_____	_____
Bid Opening Witnessed by:		
for the Owner:	_____	_____
Bid Award Accepted for negotiation:		
for the Owner:	_____	_____
Executed the Contract (CM must indicate the successful execution and date of the contract):		
for the Construction Manager:	_____	_____
Approval for Self Performance (Owner Signature and Approval Letter Required if Approved for Self Performance by Construction Manager):		
for the Owner:	_____	_____

Revised as of 8/9/17 gbs



MG McGrath
ARCHITECTURAL SURFACES

March 5th, 2019- Rev 4

Florida Polytechnic
4700 Research Way
Lakeland, FL 33805

Subject: Pergola Replacement Proposal

Dear Mr. Chuck Jablon,

McGrath is pleased to submit our quotation for the Pergola Replacement. Below is a brief description of our scope of work, as well as our fee for the work to be performed.

Scope of Phase 1 Work:

- **Pergola Rework Scope- Replaced to 2017 Florida Building Code**
 - Remove all 84 pergolas from the building, disassemble, and prepare for shipment to scrap yard.
 - Furnish all new A- Frames
 - Furnish all new Top "C" Channels and splices
 - Furnish new sex bolts and pins
 - Furnish new clevises
 - Reuse all splice plates, embedded items and salvageable bolts
 - Remove, sort, label, store, and re-install existing shade tubes (included repainting the shade tubes in the field)
 - Paint all parts in custom kynar white to match existing in WI
 - Ship painted parts to Lakeland holding yard
 - Shipment to site from holding yard as needed
 - Assemble 84 new Pergolas on site using a scaffolding set up with embed channels in concrete slab
 - Trucking from the concrete pad on site to the erection area
 - Pricing includes final touch up painting and cleaning after erection
 - Pricing includes disposal of all existing pergola parts that have been damaged
 - Pricing includes 999 Ton Crane to pick Pergolas from outside of ponds
 - **\$7,832,169**

SOV for Accounting purposes:

- Materials- \$4,585,000 (down payment upon execution of contract needed in the amount of \$2,000,000 to price protect aluminum components.
- Engineering to 2015 Building Code and temporary bracing- \$200,000
- Mobilization- \$150,000
- Shipping- \$350,000
- Equipment- \$500,000
- Labor onsite- \$2,047,169

Respectfully submitted,

Mike P McGrath
President

Pergola Pick, Transport and Install Procedure



Picking and Loading at Fabrication Area

- Barricade lift zone
- Hang spreader bar off 80 ton crane using two 20'-0" twin path 60,000lb chokers from hook to each end of spreader bar using a 1-3/4" shackle at the hook and each end of spreader bar.
- On one end of spreader bar (for upper end of pergola) use a 1-1/2" shackle (on lower eye) holding two 1/2" X 10'-0" wire chokers and 1/2" shackles at end for connection to pergola.
- Opposite end of spreader bar (for lower end of pergola) rigs with a 1-1/2" shackle with a 7/8" shackle hooked to a three ton chain fall with two 1/2" X 10'-0" chokers and 1/2" shackles at end for connection to pergola.
- Position 80 ton crane hook over the pergola on the fabrication table, hook the 1/2" shackles into the eye bolts running through the stiffener angle and pergola channel on the upper end of pergola. Connect the remaining two 1/2" shackles (the ones on the chain fall end) to the eye bolts on the lower end of the pergola
- Tighten up on the rigging
- Verify hook is neutral over lifting position
- Remove tie down straps and bolts holding pergola to fit-up slab, attach tag lines
- Lift pergola and swing load over transport trailer equipped with stands fabricated to receive and secure the pergola.
- Lower the pergola into position onto the support stand and attach to anchor points
- Strap load to trailer using 1-1/2" fabric ratchet straps
- After load is secure, remove rigging and lower spreader bar assembly onto forklift and transport to 777 Manitowoc.

Transporting to Erecting Crane

- Inspect load and roadway before transporting to lift crane
- Assign spotters in front of and behind each load using visual and radio communications with driver.
- Slowly transport pergola to installation area using extreme caution due to road and weather conditions.
 - Skanska will try to maintain roads in serviceable condition for stable transport
- Locate pergola and trailer for installation crane.

Installation of First Pergola

- Barricade lift zone and secure "Fly Zone" using barricade tape
- Hook spreader bar assembly to Manitowoc 777 and position rigging over load
- Using the same rigging and attachment points as before, hook up pergola
- Take slack out of rigging and verify hook is neutral over load
- Remove ratchet straps and anchorages from rack on trailer beginning at the bottom
- Once all straps and anchor bolts are removed, slowly lift pergola straight up until it clears the stands.
- After load has cleared stands, move truck and trailer out of the area to facilitate installation of the pergola
- Lower load to within one foot of ground
- Let out 3 ton chain fall using aerial work platform (hi-reach) to rotate the pergola into installation position
- Move aerial work platform out of the way for pergola installation
- Remove wooden handrail at upper elevation of pergola at attachment area and barricade area using red tape.
- Install horizontal lifeline for fall arrest during absence of temporary handrail
- Verify all non-essential personnel are clear of area
- Hoist and swing pergola into position using visual and/or radio communications with signal person being located at upper elevation of pergola
- Connect the top three points, then lower the pergola onto the bottom connection point
- Secure pergola using temporary guy cables and anchor points established on concrete wall
- Slack rigging and inspect/verify stability of pergola
- Remove rigging

Installation of Remaining Pergolas

- All subsequent pergolas will follow the above steps with the exception of the temporary guy cables
- Repeat process on opposite side of building.
- After installation of all pergolas is complete, remove the temporary guy cables and anchor points



MG McGrath
ARCHITECTURAL SURFACES

MG McGrath – Site Specific Safety – FPU Pergola Replacement

MG McGrath will utilize the Construction Traffic Flow shown in yellow on Skanska's logistics plan and obey all applicable laws.

MG McGrath workers will always stay within the Skanska Construction Fence shown in orange until the removal and install process.

-At the beginning of each shift, a daily inspection on all equipment that is going to be used for that day will be done. Before each shift an inspection of personal fall protection systems shall be done. Barricade/overhead protection shall be set-up/utilized and signs of work area where dropped objects are a hazard will be used where applicable.

Mobilization and unloading of material and equipment (Crates, Gang boxes, Boxes of Fasteners, Palletized Anchors, Boxes of Sealants, Small Hand Tools, Electric Scissors Lift, 60' or 80' Boom Lift, 999 Crane to pick pergolas from outside of ponds, scaffolding at assembly pad). Unload material by hand or lull and then place material on the ground next to where work area is.

Hazards: Struck by/hit by, trip/slips and falls, crushed/dropped material, heat exhaustion, sun exposure, and cuts/scrapes.

Mitigation: Before entering the jobsite, an employee will check the main entrance for a clear and safe entrance. When the entrance to the jobsite is clear the employee will then notify the driver. When entering the site, the driver will be aware of surrounding and get a spotter if necessary - When entering the site the driver will be aware of surroundings and get a spotter if necessary. All crane documentation and pick plan will be submitted for review and approval. Along with operator information. Certified riggers only will rig all equipment, material, and tools that require the use of the crane. A spotter shall be used whenever a heavy-duty vehicle (e.g. pickup truck or equipment 1 ton or greater in capacity) is put in reverse OR whenever a light duty vehicle (e.g., pickup trucks less than 1 ton in capacity) is put in reverse and conditions surrounding such use present a significant risk to person or property. When unloading occurs, the employees will organize material and keep walk ways clear. Employees will have access to adequate amount of drinking water, use sunblock and/or sunscreen and will ask for assistance on moving material that is over 50lbs. Check material for quantity and quality. Check area for safe movement of material, lift and move material by bending at the legs not your back as a proper lifting technique, barricades/overhead protection of work area, overhead work signs.



MG McGrath
ARCHITECTURAL SURFACES

Wood crates will be opened using electric cordless drills. The crates will then be properly discarded into the site dumpster.

Hazard: Sun exposure, heat exhaustion, muscle strain, dropped objects, overload of stage, and improper use of stage causing equipment failure.

Mitigation: Barricades/overhead protection of work area, overhead work signs, adequate amount of drinking water, tether tools and equipment. The employee must also be wearing all other PPE required by Skanska such as steel toed / composite toed safety work boots with 6' ankle support, glasses, cut level 3 gloves, class 2 high visibility vest or high visibility shirt with class 2 stripes.

Install material- using appropriate tools and application. Tools such as cordless drill, cordless impacts. Equipment specifications will be sent prior to mobilization. (Using full body harnesses with retractable lanyards). Most likely boom lifts, scaffolding, and ladders.

Hazard: Heat exhaustion, sun exposure, cuts/scrapes, and dropped objects, electrocution / shock.

Mitigation: Use of sunblock, use of sunscreen, adequate amount of drinking water, proper PPE, barricade/overhead protection, fall protection, and signs of work area where dropped objects are a hazard, elevate cords 7' when feasible, keep cords out of water, inspect cords daily but color code their inspection quarterly, use GFCI.

End of day clean-up. Push brooms and garbage cans to broom sweep this subcontractor work area. Gather miscellaneous cutoff materials, dropped fasteners, etc.

Hazards: Slip, Trips, fall, Sun Exposure, heat exhaustion, and muscle strain.

Mitigation: Use of sunblock, use of sunscreen, adequate amount of drinking water, lift bending at the knees and utilizing legs not your back or use a buddy system to lift objects over 50 lbs., and proper PPE.

Hazards associated with the installation of pergola systems are: Cuts/scrapes, cutting/grinding/welding, pinch points.

Mitigation of hazards: Proper work gloves face shield along with safety glasses, fire extinguisher, proper gloves, fall protection systems, tethering of tools and materials.



BID TABULATION BY SCOPE

Bid Opening Date: <u>N/A</u>	Project No.: <u>2319002</u>
Bid Opening Time: <u>N/A</u>	Project Name: <u>FPU Pergola Replacement</u>
Bid Opening Location: <u>N/A</u>	Architect/Engineer: <u>MG McGrath</u>
Bid Package (# and name): <u>BP-16A Pergola Electrical</u>	Prime Contractor: <u>Skanska USA Building Inc.</u>
GMP Budget for Package: <u>\$98,749</u>	

Bid Tabulation by: _____ Bid Tabulation Witnessed by: _____
 for the Construction Manager (date / initial) for the Owner (date / initial)

Bidder	Addenda Received	Subs Listed	License Verified	Bid Bonds	P&P Bonds	Base Bid	Alternate			Bid Total	Anticipated or Target Value	
							No. 1	No. 2	No. 3		Direct Purchase	
Borell Electric	n/a	yes	yes	n/a	n/a	\$98,749	0	0	0	\$98,749	0	

Scope of Alternates (all alternates must have a typed explanation):
 Alternate No. 1: _____
 Alternate No. 2: _____
 Alternate No. 3: _____

Clarifications (if any):
 Use this area as an explanation/clarification as to why a lower bid may not have been used, etc...
Borrell Electric was the sole bidder on this project because they performed the electrical work on the original pergolas. Because of their intimate knowledge of the pergola lighting and electrical systems, they were able to provide a competitive price prior to the design even starting. It would be extremely difficult to receive accurate price without this first hand knowledge.



BID AWARD AND ANALYSIS

Bid Opening Date:	<u>6/21/2018</u>	Project No. / Name:	<u>IST Pergola Replacement</u>
Bid Opening Time:	_____	Project Location:	<u>Lakeland, FL</u>
Bid Opening Location:	<u>Skanska Tampa Office</u>	Owner:	<u>The Florida Polytechnic University, Board of Trustees</u>
Prime Contractor:	<u>Skanska USA Building Inc.</u>	Architect/Engineer:	<u>MG McGrath</u>

Bid Package No.:	<u>16A</u>	Contract Date:	_____
Bid Award to:	<u>Borrell Electric Company</u>		
On the basis of:	<input type="checkbox"/> LOWEST PRICE <input type="checkbox"/> PRICE AGREEMENT <input type="checkbox"/> SOLE SOURCE AS DIRECTED BY OWNER <input type="checkbox"/> EARLY DELIVERY <input checked="" type="checkbox"/> REQUIRED DESIGN <input checked="" type="checkbox"/> LACK OF 3 ACCEPTABLE SOURCES <input checked="" type="checkbox"/> BETTER QUALITY <input type="checkbox"/> EMERGENCY REQ. <input type="checkbox"/> CM SELF PERFORMED (Approval Letter Attached)		
	<input checked="" type="checkbox"/> OTHER (describe): <u>Borrell perormed the electrical work on the original pergolas- see Bid Tabulation for further explanation.</u>		

Total GMP Budget:	<u>\$9,571,489</u>	Bidder Information	
This Bid Package	<u>\$98,749</u>	Address:	<u>3601 N. Nebraska Ave, Tampa</u>
Schd. of Value Line #:	_____	Telephone:	<u>813-223-272</u>
Schd. of Value Budget:	<u>\$98,749</u>	FAX:	_____
This Subcontract Amount:	<u>\$98,749</u>	Contact:	<u>Scott White</u>

Bids Opened by:	(Type Name)	(Signature)
for the Contractor:	_____	_____
Bid Opening Witnessed by:		
for the Owner:	_____	_____
Bid Award Accepted for negotiation:		
for the Owner:	_____	_____
Executed the Contract (CM must indicate the successful execution and date of the contract):		
for the Construction Manager:	_____	_____
Approval for Self Performance (Owner Signature and Approval Letter Required if Approved for Self Performance by Construction Manager):		
for the Owner:	_____	_____



June 21, 2018

Skanska USA Building, Inc.
4030 Boy Scout Blvd.
Tampa, Florida 33603
Attention: Mr. Chuck Jablon

RE: Polytechnic – Pergola Lighting
Borrell Control Number 18006012

Dear Mr. Jablon:

Borrell Electric Co., Inc. has prepared a quotation to remove 191 existing Pergola lights off the damaged Pergola's and relocate to the new Pergola's. This will be accomplished by the following:

1. Disconnect the power conduit to the Pergola from the existing junction box located on the roof.
2. Once the existing Pergola is lowered to the ground, Borrell Electric will remove and relocate the existing flex conduit and light fixtures to the new Pergola.
3. When the new Pergola is set in place, Borrell Electric will reconnect the power conduit to the existing junction located on the roof. (See attached drawing)
4. Once all Pergola's and Lighting are set back in place, Borrell Electric will re-aim all lighting.

Material.....	\$ 4,237.00
Equipment Rental.....	\$ 4,644.00
Labor.....	\$ 89,868.00
 Total Quoted Price.....	 \$ 98,749.00

If you should have any questions please feel free to contact me.

Yours truly,

BORRELL ELECTRIC CO., INC.


Scott White
Senior Project Manager

SW:nl

BORRELL ELECTRIC CO., INC
3601 N Nebraska Avenue
Tampa, Florida 33603-5094
Phone 813-223-2727 • Fax: 813-223-3926
Wate: 800-282-8527
EC13002978
