

AGENDA ITEM SUMMARY

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

Motion and Title: Staff recommends motion to approve: The Construction Manager (CM) at Risk Contract with Turner Construction Company (Turner) for a term of two years with three, one-year renewal options for CM at Risk Services for Airport Improvements for Palm Beach County Department of Airports.

Summary: In order to complete certain capital improvement projects at the County's four Airports, the Department of Airports (Department) requires a CM at Risk contractor to provide preconstruction and construction services, which include conducting the procurement process for assigned tasks/work orders, project management and construction supervision. Turner was one of two firms selected to provide these services. Projects to be assigned under this contract may include the Terminal Federal Inspection Service (FIS) Facility Expansion at Palm Beach International Airport (PBI), Concourse Expansion (PBI), Escalator and Elevator Replacement (PBI), Third Level Flooring Phase 2 (PBI), 400Hz and Electrical Switchgear Replacement (PBI), Aircraft Rescue and Fire Fighting (ARFF) Facility Improvements (PBI), Hangar and Infrastructure at the General Aviation Airports, along with Miscellaneous Airport Apron, Taxiway or Roadway Improvements at any of the four airport facilities. The services under this contract are task/work order based. The specific projects that will be assigned under this contract will be determined at a later date and approved in accordance with PPM CW-F-050 with the appropriate bonds and insurance documents. Turner is based in New York City, New York; however, the work will be directly managed by its southeast regional office in Miami-Dade County. A Disadvantaged Business Enterprise (DBE) goal of 12% was established for this contract. Turner will be required to demonstrate its good faith efforts to achieve the established DBE goal for each of the tasks/work orders assigned under this contract. **Countywide (AH)**

Background and Justification: The Department issued a request for proposals for CM at Risk Services for Airport Improvements on May 9, 2018. Ten (10) submittals were received on June 21, 2018. The Department shortlisted four (4) firms on July 26, 2018: The Whiting-Turner Contracting Company, The Morganti Group, Inc., Turner Construction Company, and Thornton Construction Company, Inc. On October 17, 2018, the Countywide Selection Committee selected The Morganti Group, Inc., and Turner Construction Company to provide the required CM at Risk Services for Palm Beach County Department of Airports.

1. Contract with Turner Construction Company - (3 originals)
2. DBE Goal Information

Recommended By:

Department Director

7-16-19
Date

Approved By:

County Administrator

8-6-19
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X
Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund ____ Department ____ Unit ____ Object ____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review: *C. M. Sumner*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 7/23/19
OFMB (21) 7/23

[Signature] 7/25/19
Contract Dev. and Control 7/25/19

B. Legal Sufficiency:

Anne W. [Signature] 8-5-19
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Turner Surety and Insurance Brokerage, Inc. Mack-Cali Centre II 650 From Road - Suite 295 Paramus, NJ 07652	CONTACT NAME: TSIB	
	PHONE (A/C, No, Ext): 201-267-7500	FAX (A/C, No):
INSURED Turner Corporation Turner Construction Company 3 Paragon Drive Montvale, NJ 07645	E-MAIL ADDRESS: Cascertrequest@tsibinc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B : Liberty Insurance Corporation	42404
	INSURER C : ACE Property and Casualty Insurance Company	20699
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:BPC5YGZ9

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					TB2-625-092815-048: Ea. Occ, Dam to Rent Prem, Pers & Adv Inj: \$250k. TL2-625-092815-088: Ea. Occ, Pers & Adv Inj, Dam to Prem: \$1.75mm. Total Aggs at right	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 12,500,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>				AS2-625-092815-018	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				G28175851 003	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A			WC7-625-092815-038 Employers Liab./Stop-Gap OH, ND, WA, WV, WY	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000		
A	Follow-form Excess General Liability above Primary limits				TL2-625-093906-498 Per Project Limits Products/Comp Ops Agg. is included within the primary CGL limit above	11/01/2018	11/01/2019	Per Occurrence \$ 3,000,000 Aggregate \$ 5,000,000 Products/Comp Ops Agg. \$ \$		


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
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EVIDENCE ONLY CERTIFICATE

UPON EXECUTION OF CONTRACT, PALM BEACH COUNTY, ITS AFFILIATES, SUCCESSORS AND ASSIGNEES AND EACH OF THEIR RESPECTIVE OFFICERS AND EMPLOYEES WILL BE LISTED AS ADDITIONAL INSURED ON THE POLICY

30 DAY NOTICE OF CANCELLATION

WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER		CANCELLATION	
PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC. (ITS) P.O. BOX 20270 LONG BEACH, CA 90801		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	



Turner Construction Company
375 Hudson Street
New York, NY 10014
phone: 212-229-6163
fax: 212-229-6094

CORPORATION CERTIFIED RESOLUTION

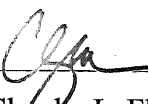
I, Claudia LaFleur-Thrash, Assistant Corporate Secretary of Turner Construction Company, a corporation organized and existing under the laws of the State of New York (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on January 29, 2019, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That Jaime S. Saavedra, Vice President, of Turner Construction Company is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments thereto, and all documents required with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 18 day of June, 2019.



(Corporate Seal)



Claudia LaFleur-Thrash
It's Assistant Corporate Secretary

CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

This Contract for Construction Manager at Risk Services (this "Contract") is between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**Owner**" or "**County**" and **Turner Construction Company**, Federal Tax ID Number **13-1401980** hereinafter referred to as the "**Construction Manager**" or "**CM**".

WITNESSETH:

That the said Construction Manager having been awarded the Contract for the:

CM@RISK SERVICES for Airport Improvements for the Department of Airports

And in accordance with the Contract Documents (as hereinafter defined) and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in each project Task Order/Work Order/Amendment.

The parties agree that the Contract Documents shall consist of the following documents, which are hereby incorporated into this Contract by this reference:

- The Contract and any approved amendments (when executed);
- General Provisions to the Contract;
- Request for Proposals, Project No DOA 18-3, as amended (hereinafter the "RFP"), and Construction Manager's Proposal;
- Guaranteed Maximum Price Amendments, Work Orders and Task Orders for each project and any Change Orders thereto;
- Special Provisions for each Task Order/Work Order/Amendment;
- Appendix A - Federal FAA/USDOT Contract Clauses (hereinafter "Appendix A"),
Appendix B - State Contract Clauses (hereinafter referred to as "Appendix B"),
Appendix C - DHS/FEMA Contract Clauses (hereinafter referred to as "Appendix C"),
Appendix D - Other Federal Funds Contract Clauses (hereinafter referred to as "Appendix D");
- Public Construction Payment and Performance Bonds and Form of Guarantee (when required) for each Work Order/Amendment;
- Insurance Certificates for each Work Order/Amendment; and
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto for each Amendment or Work Order (the Construction Documents).

Federal Front End Documents - CMAR (051018)
DOA 18-3 Airport Improvements
Department of Airports

Contract
May 2019



The Construction Manager acknowledges that the Work described by this Contract shall be authorized by Task Orders/Work Orders/Amendments and no minimum number or dollar value of Task Orders/Work Orders/Amendments is promised by Owner under this Contract.

ARTICLE 1

GENERAL TERMS

- 1.1 Definitions.** Terms used in this Contract shall have the following meanings:
- 1.1.1** “Amendment” means a written instrument approved and executed by the parties that modifies the Contract.
 - 1.1.2** “Architect” means the Architect/Engineer of Record for each project which will be designated in the special Provisions for each project assigned under this Contract.
 - 1.1.3** “Basic Services” means the services described in Article II of this Contract for each project assigned under this Contract.
 - 1.1.4** “Construction Documents” means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and change orders for each project assigned under this Contract.
 - 1.1.5** “Construction Team” means the Owner, the Architect and the Construction Manager.
 - 1.1.6** “Contract” means this Contract for Construction Manager at Risk Services and all associated Contract Documents as set forth on the first page of this Contract.
 - 1.1.7** “Contract Documents” has the meaning set forth on the first page of this Contract.
 - 1.1.8** “Contractor” or “Construction Manager” or “CM” means the company named in the preamble of this Contract and the terms will be used interchangeably in this Contract.
 - 1.1.9** “Contract Sum” means Guaranteed Maximum Price for each project assigned under this Contract, and the terms will be used interchangeably.
 - 1.1.10** “Guaranteed Maximum Price” or “GMP” the terms will be used interchangeably, means the amount calculated in accordance with Article 6 hereof and accepted by the Owner for each project assigned under this Contract.
 - 1.1.11** “GMP Amendment” means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for each project assigned under this Contract; the GMP Amendment may be issued as a Work Order or an Amendment depending on the value thereof.

1.1.12 "Owner" or "County" means Palm Beach County.

1.1.13 "Subcontractor" means Trade Contractor, and the terms will be used interchangeably.

1.1.14 "Task Order" means an Amendment to the Contract that assigns a project to the Construction Manager and authorizes pre-construction services for that project.

1.1.15 "Trade Contractor" means each subcontractor hired by the CM to perform the Work for each project assigned under this Contract.

1.1.16 "Work" means all the preconstruction, the construction and other services required by this Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under this Contract for each project assigned under this Contract.

1.1.17 "Work Order" means an Amendment to the Contract that authorizes construction services for a project assigned under the Contract.

1.2 Standard of Performance. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Owner and Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete each project assigned under this Contract in an expeditious and economical manner consistent with the interests of the Owner.

1.3 The Construction Team. The Construction Manager, the Owner, and the Architect (the "Construction Team") will cooperate together through construction completion for each project assigned under this Contract. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager.

1.4 General Warranties. By execution of this Contract, Owner and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

1.5 Construction Manager's Warranties. Construction Manager covenants, represents and warrants to Owner that:

It is a New York business organization in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;



It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

1.6 Time is of the Essence.

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the County.

Construction Manager acknowledges and recognizes that the Work for each project assigned under this Contract must be performed in accordance with the project schedule developed for each project in accordance with Article 5 hereof and the approved GMP.

By signing this Contract, the Construction Manager agrees to the assessment of liquidated damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the County for consideration of an extension in accordance with the General Provisions of the Contract.

1.7 Complete Functional Project. It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction of each project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or

not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Construction Manager shall comply therewith. The County shall have no duties other than those duties and obligations expressly set forth within the Contract.

1.8 Governing Order. The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and provisions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents as they apply to each project assigned:

1. This Contract and any amendments to this Contract, including Task/Work Orders.
2. Appendix A, Appendix B, Appendix C, and Appendix D to this Contract.
3. The RFP.
4. Special Provisions.
5. Technical Specifications
6. General Provisions.
7. Insurance Certificates, Public Construction Payment and Performance Bonds and Guarantee.
8. The Construction Documents (Plans).
9. The Construction Manager's Proposal.

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

1.9 Extent of Agreement. The Contract represents the entire agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 Phases. The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services for each project assigned under this Contract.

2.0.1 Unless agreed to the contrary in writing by Owner, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the

Federal Front End Documents - CMAR (051018)
DOA 18-3 Airport Improvements
Department of Airports

Contract
May 2019



pre-construction and construction phases for each project.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect in maintaining the project budget and project scope for each project assigned under this Contract. The Construction Manager shall for each project assigned under this Contract:

2.1.1 Meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of each project assigned under this Contract.

2.1.2 Unless otherwise noted in the Task order, provide preconstruction deliverables consisting of 7 copies of reports at schematic design, 100% design development, 50% Construction Documents, and 95% Construction Documents together with a Guaranteed Maximum Price proposal for each project assigned under this Contract. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

2.1.3 Review designs during their development as to constructability, including without limitation bringing to the Owner's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Owner and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives.

Notwithstanding anything herein in Article 2.1, the Construction Manager shall be responsible for review of design documents as a Construction Manager and not as a Design Professional.

2.1.4 Attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

2.1.5 After a complete review of the Schematic Design Phase, evaluate the design and obtain an understanding of the intent of the Owner and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Owner. All

recommendations shall be in writing and must be fully reviewed with the Architect and approved by the Owner prior to implementation.

2.1.5.1. Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis, as may be required, to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.

2.1.6 Provide, for the Architect's and the Owner's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated construction schedules for each project assigned under this Contract. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

2.1.7 Based on design documents, prepare for the Owner's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the project, and based on design documents prepared by the Architect. Update and refine this estimate as the Architect prepares each design phase of the project (DDs, CDs). Advise the Owner and the Architect if it appears that the construction cost may exceed the project budget. Make recommendations for corrective action.

2.1.8 The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

2.1.8.1 The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

2.1.9 The Construction Manager agrees that time is of the essence in maintaining the project schedule for each project assigned under this Contract. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.10 It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively

documented the materials, systems and equipment within each project.

2.1.11 Advise on the separation of the project into subcontracts for various categories of work. If separate contracts are to be awarded, review the drawings and specifications and make recommendations as required to provide that (1) the work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.1.12 Develop a project construction schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the project construction schedule for each set of bidding documents. Develop a plan for the phasing of construction.

2.1.12.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. Expedite and coordinate delivery of these purchases.

2.1.13 Develop and implement procurement procedures to ensure the federal procurement requirements of 2 CFR §§200.317-200.326 are satisfied. Develop procedures which are acceptable to the Owner for the prequalification of Trade Contractors. Provide copies of draft bid documents to Owner, which are consistent with the requirements of this Contract, Owner's obligations under 2 CFR §§200.317-200.326, applicable grant/funding requirements and applicable state, federal and local laws. Review draft bid documents with Owner to ascertain that all required certifications, representations and contract clauses have been included in draft bid documents. Finalize bid documents after Owner review. Develop Trade Contractor interest in the project and publicly advertise and conduct pre-bid conferences with interested bidders to review the documents. Take competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by the Owner in writing, negotiate for the performance of that Work. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. Review the applicable federal or state requirements in detail with the apparent low responsive bidders to determine that they understand the requirements. Maintain records of all pre-award interviews with apparent low bidders.

2.1.13.1 Federal Requirements – Affirmative Steps. The Construction Manager must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as Trade Contractors and subcontractors when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are



solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2.1.13.2 DBE Goals. Owner may require Construction Manager to track and report on Construction Manager's use of Trade Contractors, including, but not limited to DBE subcontractors and suppliers. Construction Manager agrees to prepare any such Owner required informational reports. Construction Manager should be aware that since federal and/or state funds may be used on the projects under this Contract the County's Local Preference Ordinance and SBE Ordinance will NOT apply to Trade Contracts or subcontracts solicited under this Contract. The DBE participation goal for under this Contract for Task Orders/Work Orders/Amendments funded, in whole or in part, with Federal Aviation Administration (FAA)/U.S. Department of Transportation (USDOT) and/or Florida Department of Transportation (FDOT) funds is a minimum of **12% of the GMP**. The Contractor shall comply with the DBE requirements set forth in Appendix A and Appendix B for all Task Orders/Work Orders/Amendments and projects funded, in whole or in part, with FAA/USDOT and/or FDOT funds.

2.1.13.3 Federal Requirements – Wage Rates. For projects awarded under this Contract with USDOT, FAA and/or Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS) funds, the Davis Bacon Act will apply to wages rather than the County's Living Wage Ordinance and current Davis Bacon wage rates will be attached to each Task Order and updated as necessary. For projects funded or reimbursed solely with FDOT and/or local funds, Davis Bacon will not apply to wage rates, so the County's Living Wage Ordinance will apply. The type of federal or state funding and applicable contract clauses for each project will be identified in each Task Order/Work Order/Amendment awarded under this Contract. As discussed below, the Construction Manager must include the applicable requirements of Appendix A, Appendix B, Appendix C and/or Appendix D in all Trade Contracts and subcontracts for each project. Notwithstanding any provision of this Contract to the contrary, Owner reserves the right to amend or update Appendix A, Appendix B, Appendix C and/or Appendix D as Owner deems necessary or prudent to ensure compliance with applicable funding requirements, without formal amendment hereto.

2.1.13.4 Federal/State Requirements – Contract Clauses.

FAA/USDOT Contract Clauses. Projects under this Contract may be funded, in whole or in part, with grants from the USDOT/FAA. Detailed federal representations, certifications, and contract clauses for USDOT and FAA are set forth in Appendix A of this Contract. **The specific federal requirements applicable to each project will be attached to the initial Task Order/Work Order/Amendment for the project issued under the Contract; also, if Davis Bacon applies to a project the current Davis Bacon prevailing wage rates will be attached to the initial Task Order/Work Order/Amendment.** If a Construction Manager is awarded a project Task Order/Work Order/Amendment, the Construction Manager must sign and return the applicable federal certifications and representations along with the Task Order/Work

Order/Amendment.

State Contract Clauses. Projects under any resulting Contract may be funded, in whole or in part, with grants from FDOT and will be governed by the provisions listed under the applicable grant agreement. The CM must include all applicable state provisions in each subcontract financed in whole or in part with state assistance provided by the FDOT.

Detailed representations, certifications, and contract clauses for FDOT are set forth in Appendix B of this Contract. **The specific state requirements applicable to each project will be attached to the initial Task Order/Work Order/Amendment for the project issued under the Contract; also, if Davis Bacon applies to a project the current Davis Bacon prevailing wage rates will be attached to the initial Task Order/Work Order/Amendment.** If a Construction Manager is awarded a project Task Order/Work Order/Amendment, the Construction Manager must sign and return the applicable certifications and representations along with the Task Order/Work Order/Amendment.

DHS/FEMA Contract Clauses. Projects under any resulting Contract may be funded or reimbursed by DHS/FEMA. The CM agrees to include all applicable federal provisions in each subcontract financed, in whole or in part, with federal assistance provided by DHS/FEMA. Procurements shall be in compliance with the Common Rule, 2 CFR 3002, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. Projects under any resulting Contract funded or reimbursed by DHS/FEMA will be subject to the following terms if the applicable dollar thresholds are met: Equal Opportunity Clause 41 CFR 60-1.4(b); Contract Work Hours and Safety Standards Act (40 USC 3701-3708); Clean Air Act (42 USC 7401-7671); Federal Water Pollution Control Act (33 USC 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 USC 1352); Procurement of Recovered Materials (2 CFR 200.322).

Detailed representations, certifications, and contract clauses for DHS/FEMA are set forth in Appendix C of this Contract. **The specific federal requirements applicable to each project will be attached to the initial Task Order/Work Order/Amendment for the project issued under the Contract; also, if Davis Bacon applies to a project the current Davis Bacon prevailing wage rates will be attached to the initial Task Order/Work Order/Amendment.** If a Construction Manager is awarded a project Task Order/Work Order/Amendment, the Construction Manager must sign and return the applicable certifications and representations along with the Task Order/Work Order/Amendment.

Other Federal Grants - Contract Clauses. Projects under any resulting Contract funded with other federal funds, in whole or in part, may be subject to the following terms if the applicable dollar thresholds are met: U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200; Equal Opportunity Clause 41 CFR 60-1.4(b); Davis-Bacon Act (40 USC 3141-3148); Contract Work Hours and Safety Standards Act (40 USC 3701-3708); Clean Air Act (42 USC 7401-7671); Federal Water Pollution Control Act (33 USC 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 USC 1352); Procurement of Recovered Materials (2 CFR 200.322). **The specific federal requirements applicable to each project will be attached to the initial Task Order/Work Order/Amendment for the project issued under the Contract; also, if Davis Bacon applies to a project the current Davis Bacon prevailing wage rates will be attached to the initial Task Order/Work Order/Amendment.** If a Construction Manager is awarded a project Task



Order/Work Order/Amendment, the Construction Manager must sign and return the applicable certifications and representations along with the Task Order/Work Order/Amendment.

2.1.14 Upon agreement of the Owner and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the design development phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Owner a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager fees, the Construction Manager-GMP contingency and General Conditions allowance but not including the Owner's construction contingency. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc. The GMP will be calculated in accordance with the Construction Manager's price proposal which is attached hereto as **Exhibit D**.

2.1.14.1 All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.14.2 In the event that the GMP exceeds the project construction budget, the Owner reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the project as necessary to maintain the project program and meet the project construction budget as follows:

- a. After consultation with the Owner, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- b. The Construction Manager shall develop and provide to the Owner a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed the project construction budget.

2.1.14.3 The Owner has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Owner has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

2.1.14.4 The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Owner for reasonableness and compatibility with the project construction budget. Meetings and negotiations with the Construction Manager will be held to resolve questions and differences that may occur between the project construction budget and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by

the project construction budget limitations or other circumstances, the Construction Manager shall work with the Owner to reach a mutually acceptable GMP.

2.1.14.5 If the GMP proposal is accepted, in writing, by the Owner, it will become an amendment to this Contract which will establish the GMP, contract time, and liquidated damages for that phase of the Work (the GMP Amendment) for each project assigned under this Contract. A "Public Construction Payment and Performance Bonds and Form of Guarantee" on the Owner's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for each project assigned under this Contract.

2.2 Construction Phase. Unless otherwise authorized by the Owner, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces. The Construction Manager shall:

2.2.1 Administer the construction phase as provided in the Contract.

2.2.2 Commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment, all permits, and "Notice to Proceed" from the Owner.

2.2.3 Promptly award and execute trade contracts with approved Trade Contractors. Provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Owner, when requested. **The subcontractor buyout is to be completed within 60 days from NTP** and the contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Owner.

2.2.4 Manage, schedule and coordinate the Work, including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the project in accordance with the Owner's objectives of cost, time and quality. Develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the construction. Supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. Provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the work. Should disagreement occur between the Construction Manager and the Architect over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.2.5 Maintain exclusively for each project a competent full-time staff at the project site to coordinate and direct the work and progress of the Trade Contractors on each project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are

set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Owner's consent. Upon written notice and with reasonable justification, the Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. Implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In coordination with the Architect, establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

2.2.7 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Attend team meetings with the Architect and Owner and document with minutes.

2.2.8 Review the schedule with the various Trade Contractors and review, or expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Regularly monitor and update the project schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a trade contract or a trade

contract schedule are not being met.

2.2.10 Whenever Owner-Furnished Contractor-Installed (OFCI) materials or equipment are shipped to the project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the Owner-Furnished Contractor-Installed (OFCI) work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of project cost control which is satisfactory to the Owner. Revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment of the work or as otherwise requested in writing by the Owner. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final payment of the Work. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Construction Manager's general accounting records and project records, together with supporting documents and records, of the Construction Manager and all subcontractors performing work on under this Contract, and all other records of the Construction Manager and subcontractors considered necessary by the Owner for a proper audit of costs.

2.2.12.1 Administer direct tax savings purchase program (if provided).

2.2.13 Develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/ Engineer's responsibilities for design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written change order proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.15 Make provisions for project security acceptable to the Owner, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of each project. Submit written monthly progress reports to the Owner and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.

2.2.17 The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Owner. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a change order increasing the Guaranteed Maximum Price for any additional costs incurred. Such change order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

2.2.18 Construction Manager shall comply with all requirements of federal and state funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by Owner.

ARTICLE 3

ADDITIONAL SERVICES

Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Owner and the Construction Manager at the time of the additional service request.

ARTICLE 4

OWNER'S RESPONSIBILITIES

Federal Front End Documents - CMAR (051018)
DOA 18-3 Airport Improvements
Department of Airports

Contract
May 2019



4.1 Owner's Representative. The Owner will designate a representative to act on its behalf (the Owner's Representative) for each project assigned under this Contract. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 Inspector. The Owner may retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes.

4.3 Review of CM Deliverables. The Owner will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables in a timely manner.

ARTICLE 5

SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within **14 days** and the Guaranteed Maximum Price proposal within **45 days** after the Construction Documents have been made available to the Construction Manager.

5.2 Construction Phase. The number of days for performance of the Work under the construction phase of each project awarded under this Contract shall be established in the Guaranteed Maximum Price Amendment to this Contract for each project.

5.3 Critical Dates Established. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a project substantial completion date, a project final completion date and an Owner occupancy date in accordance with the master project schedule, shall also be established by the Construction Team for each project awarded under this Contract. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner occupancy date for each project. The Construction Manager acknowledges that failure to complete a project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated damages as provided for in the GMP Amendment shall be assessed at a rate to be determined by the Owner.

5.4 Acceleration of Schedule. In the event the Owner desires to accelerate the schedule for any portion of the Work, the Owner shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Owner request, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the acceleration which shall become a change order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with



the approved change order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

5.5 Use or Occupancy Ahead of Schedule. The Owner shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the cost of the project or the schedule for the Work, the Construction Manager shall so notify the Owner in writing and the use or occupancy will be treated as a change to the Work in accordance with Article 9 herein.

ARTICLE 6

GUARANTEED MAXIMUM PRICE

6.1 Cost of the Work. The Guaranteed Maximum Price (GMP) includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Paragraph 6.4 of this Contract and as calculated in accordance with the CM's price proposal attached hereto and incorporated herein as **Exhibit D**. The GMP will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Owner changes in the Work as provided in Article 9, herein.

6.2 Taxes. The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 Construction Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Owner. If trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the contingency, however such events shall not be cause to increase the GMP. The contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) documented scope gaps between trade contractors unless work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions. The contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager may negotiate for its performance for the specified line item lump sum amount or less.

6.4 CM Fee. Construction Manager's Fee during the Construction Phase includes the following costs, subject to reasonableness and allowability under the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31:

6.4.1 The cost of its home or branch office employees or consultants not at the project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

6.4.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

6.4.3 General operating expenses of the Construction Manager's principal and branch offices.

6.4.4 Construction Manager's capital expenses, if calculated in accordance with FAR.

6.4.5 Overhead and profit, or other general expenses if allowable under FAR, except as may be expressly included in Article 8, herein, as the "Cost of the Work".

6.4.6 Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with FAR.

6.4.7 Those services set forth in Article 2.2

6.4.8 Expenses such as long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

6.4.9 Cost of equipment such as field office typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, field personnel safety equipment (vests, goggles etc), vehicles and furniture purchased or rented by the Construction Manager.

6.5 Payment Requests. Request for compensation for services shall be submitted in detail as requested by Owner in order to approve the fee.

6.6 Certification. By execution of this Contract and by submitting payment requests to Owner, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations and are reasonable and allowable under FAR; and that any other factual unit costs that may be furnished to the Owner in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable and allowable under FAR. The fees specified in this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs or to the extent such fee was increased due to costs that are not reasonable or allowable under FAR.

6.7 No Inconsistent Positions. The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the Contract for the project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services.

6.8 GMP Adjustments. Adjustments to the GMP will be made as described in the Special Provisions to the Contract.

6.9 No Overhead and Profit on Construction Contingency. When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the construction contingency nor will the Construction Manager be due any additional overhead and profit on the use of the construction contingency.

6.10 Cost Savings. All cost savings for the not-to-exceed value of the GMP shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the expended portions of the documented Construction Manager's Fee, the construction contingency balance and the actual expenditures representing the "Cost of the Work" as defined in Article 8 herein. Liquidated damages, if any, are different from, and are not a part of, this calculation.

ARTICLE 7

PAYMENTS TO CONSTRUCTION MANAGER

7.1 Payments. In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

7.1.1 For preconstruction services, unless otherwise noted in the task order, the amount established in the Task Order for such services which will be paid in installments at the satisfactory completion of the following phases:

100% Schematic Design
100% Design Development
50% Const. Docs.
Accepted GMP

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Contract for each project, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as

described in the Contract. The overhead and the profit factors included in the GMP will be paid proportionally on a percent complete basis of the Work in place, less retainage.

If Work is authorized only for a part of a project, the overhead and profit fee shall be proportionate to the amount of Work authorized.

The Construction Manager's Fee shall be paid in equal monthly payments based upon the duration of construction.

7.1.2.1 Construction Manger shall (i) remit payment to its subcontractors and suppliers in accordance with the requirements of the General Provisions; and (ii) shall require its subcontractors to remit payments to its subcontractors and suppliers in accordance with the requirements of the General Provisions.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Provisions of the Contract and submitted in detail sufficient for a proper audit thereof.

ARTICLE 8

COST OF THE WORK

8.1 Definition. The term "Cost of the Work" shall mean costs including "general conditions" costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager and which are allowable costs under the FAR, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

8.2 Cost Items. Cost of the Work includes and is limited to actual expenditure for the following cost items:

8.2.1 Subject to prior approval by the Owner, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

8.2.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, legal costs reasonably and properly resulting from prosecution of the Work for the Owner; provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including construction manager's office trailers.

8.2.11 Cost of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the Special Provisions of the Contract. Does not include field personnel safety equipment (vests, goggles, hardhats etc.)

8.2.12 Cost of watchmen or similar security services.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment,

temporary facilities not owned by the workmen which are employed or consumed in the performance of the Work.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

8.3 Defective Work. No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications.

ARTICLE 9

CHANGES IN THE WORK

The Owner, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the Special Provisions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no changes in the Work without the prior written approval of the Owner.

ARTICLE 10

DISCOUNTS

All quantity discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner.

ARTICLE 11

INSURANCE

The Construction Manager shall provide insurance as required by the General Provisions of the Contract.

ARTICLE 12

PERIOD OF SERVICE

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue for a period of two (2) years, with three (3) renewal options of one (1) year at the sole discretion of the County, and additionally it shall continue until completion of all phases of the Work for each project assigned under this Contract, unless

otherwise terminated as provided for in the Contract.

ARTICLE 13

INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal or any resulting contract.

ARTICLE 14

SCRUTINIZED COMPANIES

As provided in Florida Statutes, Section 287.135, by entering into this Contract or performing any work in furtherance thereof, the Construction Manager certifies that it, its affiliates, suppliers, trade contractors, subcontractors and consultants who will perform hereunder have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities in the Iran Petroleum Energy Sector list created pursuant to F.S. 215.473, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the contract may be imposed.

ARTICLE 15

SPECIAL TERMS AND CONDITIONS

15.1 Magnitude of Work. Construction Manager acknowledges that the Board of County Commissioners does not commit under this Contract to award any specific amount of work during the contract period.

The County reserves the right to award and use multiple contracts for this work.

The County reserves the right to limit the amount of awards based on the projected need of the County.

15.2 Method of Assigning Work under Contract. The County will issue Task Orders/Work Orders/Amendments against the Contract on an as needed basis. Projects will be assigned to the construction manager holding Contract by the Director, Capital Improvements based on work load, expertise, and familiarity with the facility or location of work and other relevant factors.

15.3 Location of Work. The locations of the projects will vary and may be at any of the four airports owned and operated by Palm Beach County listed below:

- Palm Beach International Airport (PBI)
- North Palm Beach County Airport (F45)
- Palm Beach County Park Airport (LNA)
- Palm Beach County Glades Airport (PHK)

15.4 Public Construction Payment and Performance Bonds. Since this is a federally funded contract, the County's Bond Waiver program will only apply to projects less than \$150,000. For all projects less than \$150,000, the Public Construction Payment and Performance Bonds will be waived provided Construction Manager complies with Palm Beach County Resolution R-89-1178 and Palm Beach County Policies and Procedures relative to the Bond Waiver Program. Copies of the requirements of the Bond Waiver Program may be obtained from the Director, Capital Improvements. The County's Bond Waiver Program will not apply to projects valued at \$150,000 or more; the Construction Manager shall provide payment and performance bonds for projects valued at \$150,000 or more.

15.5 Performance during Public Emergency. Construction Manager agrees and promises that during, and after, a public emergency, disaster, hurricane, flood or other act of God, the County shall be given "first priority" for all services under this Contract. Construction Manager agrees to provide all services to County throughout the emergency/disaster on the terms and conditions provided in the Contract Documents and with a priority above, and a preference over, work to the private sector. Construction Manager shall furnish a 24-hour phone number to the County in the event of an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute a breach of the Contract.

15.6 Project Close-Out and Final Payment. As a condition to final payment for each project assigned under this Contract, Contractor shall furnish to the County's Authorized Representative the following documents each in a form acceptable to the County:

- Final Releases of Claim from all trade contractors, subcontractors and suppliers, as may be applicable;
- Consent of Surety to Final Payment on the project, if project was bonded;
- Documentation of required notifications to federal, state, county, and municipal agencies;
- Release of Claim from the Construction Manager ;
- Form of Guarantee;
- All Warranties.

15.7 General and Special Provisions. Construction Manager shall refer to the General and Special Provisions of the Contract for detailed information on payment, prosecution of the Work, warranty, indemnity, insurance, confidential information, substantial completion, final acceptance and other matters. When the General or Special Provisions refer to requirements under the Contract or Contract Documents that are applicable to the Project; the Work; the site; the Contract Sum/Price; the schedule; the Contract Time or Completion Date; the General or

Special Provisions shall be read to mean the requirement applies to a project; work; site; the compensation; the schedule, time or completion date under each individual Amendment issued pursuant to the Contract.

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A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters, possibly 'H' and 'P'.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Construction Manager has hereunto set its hand and seal the day and year written. The Construction Manager represents that it is authorized to execute this Contract on behalf of itself and its Surety.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By _____
Mayor

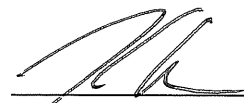
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

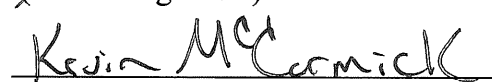
Assistant County Attorney



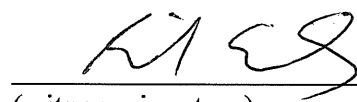
Director, Department of Airports



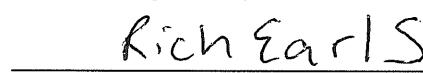
(witness signature)



(witness name printed)




(witness signature)



(witness name printed)

CONSTRUCTION MANAGER:

By: Turner Construction Company
(Name)

By: 

(signatory)

Jaime Saavedra

(print signatory's name)

It's Vice President and General Manager
(print title)

6/21, 2019

(date of execution)

EXHIBIT A
CONTRACT CLAUSES
CERTIFICATIONS AND
REPRESENTATIONS

Place holder. Clauses, Certifications and Representations will be attached to future Work Orders or Amendments depending on funding sources

EXHIBIT B
CONTRACT AMENDMENTS

(Placeholder for future Amendments/Work Orders/Task Orders)

EXHIBIT C

REQUEST FOR PROPOSALS

(The Request for Proposal dated November 5, 2018 is incorporated
by Reference)

EXHIBIT D CONSTRUCTION MANAGERS PROPOSAL

Preconstruction and Construction
Management Fees
(Submitted as Exhibit B of the RFP)

Section 7

C.3.i.

Pricing Information

Federal regulations require price to be considered as a factor in this award. Therefore, the following shall be provided on the Price Proposal Form attached hereto as Exhibit B: 1. Pre-Construction Phase Fee, 2. Construction Phase Management Fee, 3. Overhead and Profit.

RFP EXHIBIT B

PRICE PROPOSAL FORM

(PROPOSER MUST COMPLETE, SIGN AND RETURN WITH PROPOSAL)

Page 1 of 5

Pricing Component Years 1 and 2


Pre-Construction Phase Fee (see note 1)	% of <u>estimated</u> construction cost (which will be converted to a <u>lump sum fee</u> when a task order/amendment is issued see note 1)	
Projects estimated < \$500,000	1.5	%
Projects estimated \$500,000 - <\$1,000,000	1.5	%
Projects estimated \$1,000,000 - \$3,000,000	1.5	%
Projects estimated >\$3,000,00 - \$5,000,000	1.25	%
Projects estimated >\$5,000,00	1.25	%

Construction Phase Management Fee (see note 2)	\$S Per Month (Assume Full-Time Rate for each category of field employees listed) (which will be converted to a <u>lump sum fee</u> when a task order/amendment is issued see note 2)
Home Office Employees (see sections 6.4.1, 6.4.3, & 6.4.4 of the Sample Contract)	\$ 5,000
General Superintendent	\$ 21,700
Senior Project Manager	\$ 26,900
Project Manager	\$ 21,500
Assistant Project Manager	\$ 16,000
Superintendent	\$ 16,300
Project Coordinator/Admin	\$ 11,000
Field Office (trailer) (see note 4)	\$ 850
	\$S Per Occurrence
Field Office move in/set up/move out	\$ 4000

Overhead and Profit (see note 3)	% of GMP (which will be converted to a <u>lump sum fee</u> when GMP is approved, before construction begins, see note 3)			
	Overhead	Profit		Total
Projects estimated < \$500,000	1.5 %	4.5 %	5	%
Projects estimated \$500,000 - <\$1,000,000	1.5 %	3.5 %	5	%
Projects estimated \$1,000,000 - \$3,000,000	1.5 %	3.5 %	5	%
Projects estimated >\$3,000,00 - \$5,000,000	1.5 %	3.5 %	5	%
Projects estimated >\$5,000,00	1.5 %	3.5 %	5	%

Fees proposed above will remain in effect for years 1 and 2 of the Contract.

Proposer: Turner Construction Company

Signature:  Print Name: Jaime Saavedra

DOA 18-3 CM-at-Risk for
Airport Improvements
Department of Airports

Addendum No 3
June 14, 2018

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PRICE PROPOSAL FORM
Page 2 of 5

Pricing Component Year 3

Pre-Construction Phase Fee (see note 1)	% of <u>estimated</u> construction cost (which will be converted to a <u>lump sum</u> fee when a task order/amendment is issued see note 1)	
Projects estimated < \$500,000	1.5	%
Projects estimated \$500,000 - <\$1,000,000	1.5	%
Projects estimated \$1,000,000 - \$3,000,000	1.5	%
Projects estimated >\$3,000,00 - \$5,000,000	1.25	%
Projects estimated >\$5,000,00	1.25	%

Construction Phase Management Fee (see note 2)	\$ \$ Per Month (Assume Full-Time Rate for each category of field employees listed) (which will be converted to a <u>lump sum</u> fee when a task order/amendment is issued see note 2)	
Home Office Employees (see sections 6.4.1, 6.4.3, & 6.4.4 of the Sample Contract)	\$ 5150	
General Superintendent	\$ 22351	
Senior Project Manager	\$ 27707	
Project Manager	\$ 22145	
Assistant Project Manager	\$ 16480	
Superintendent	\$ 16789	
Project Coordinator/Admin	\$ 11330	
Field Office (trailer) (see note 4)	\$ 960	
	\$ \$ Per Occurrence	
Field Office move in/set up/move out	\$ 4100	

Overhead and Profit (see note 3)	% of GMP (which will be converted to a <u>lump sum fee</u> when GMP is approved, before construction begins, see note 3)		
	Overhead	Profit	Total
Projects estimated < \$500,000	1.5 %	4.5 %	6.0 %
Projects estimated \$500,000 - <\$1,000,000	1.5 %	3.5 %	5 %
Projects estimated \$1,000,000 - \$3,000,000	1.5 %	3.5 %	5 %
Projects estimated >\$3,000,00 - \$5,000,000	1.5 %	3.5 %	5 %
Projects estimated >\$5,000,00	1.5 %	3.5 %	5 %

Fees proposed above will remain in effect for year 3 of the Contract.

Proposer: Turner Construction Company

Signature:  Print Name: Jaime Saavedra

DOA 18-3 CM-at-Risk for
Airport Improvements
Department of Airports

Addendum No 3
June 14, 2018

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PRICE PROPOSAL FORM
Page 3 of 5

Pricing Component Year 4


Pre-Construction Phase Fee (see note 1)	% of <u>estimated</u> construction cost (which will be converted to a <u>lump sum fee</u> when a task order/amendment is issued see note 1)	
Projects estimated < \$500,000	1.5	%
Projects estimated \$500,000 - <\$1,000,000	1.5	%
Projects estimated \$1,000,000 - \$3,000,000	1.5	%
Projects estimated >\$3,000,00 - \$5,000,000	1.25	%
Projects estimated >\$5,000,00	1.25	%

Construction Phase Management Fee (see note 2)	\$ Per Month (Assume Full-Time Rate for each category of field employees listed) (which will be converted to a <u>lump sum fee</u> when a task order/amendment is issued see note 2)	
Home Office Employees (see sections 6.4.1, 6.4.3, & 6.4.4 of the Sample Contract)	\$ 5304	
General Superintendent	\$ 23022	
Senior Project Manager	\$ 28538	
Project Manager	\$ 22809	
Assistant Project Manager	\$ 16974	
Superintendent	\$ 17293	
Project Coordinator/Admin	\$ 11670	
Field Office (trailer) (see note 4)	\$ 1,085	
	\$ Per Occurrence	
Field Office move in/set up/move out	\$ 4150	

Overhead and Profit (see note 3)	% of GMP (which will be converted to a <u>lump sum fee</u> when GMP is approved, before construction begins, see note 3)		
	Overhead	Profit	Total
Projects estimated < \$500,000	1.5 %	4.5 %	6.0 %
Projects estimated \$500,000 - <\$1,000,000	1.5 %	3.5 %	5 %
Projects estimated \$1,000,000 - \$3,000,000	1.5 %	3.5 %	5 %
Projects estimated >\$3,000,00 - \$5,000,000	1.5 %	3.5 %	5 %
Projects estimated >\$5,000,00	1.5 %	3.5 %	5 %

Fees proposed above will remain in effect for year 4 of the Contract.

Proposer: Turner Construction Company

Signature:  Print Name: Jaime Saavedra

DOA 18-3 CM-at-Risk for
Airport Improvements
Department of Airports

Addendum No 3
June 14, 2018

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PRICE PROPOSAL FORM
Page 4 of 5

Pricing Component Year 5


Pre-Construction Phase Fee (see note 1)	% of <u>estimated</u> construction cost (which will be converted to a <u>lump sum fee</u> when a task order/amendment is issued see note 1)	
Projects estimated < \$500,000	1.5	%
Projects estimated \$500,000 - <\$1,000,000	1.5	%
Projects estimated \$1,000,000 - \$3,000,000	1.5	%
Projects estimated >\$3,000,00 - \$5,000,000	1.25	%
Projects estimated >\$5,000,00	1.25	%

Construction Phase Management Fee (see note 2)	\$ \$ Per Month (Assume Full-Time Rate for each category of field employees listed) (which will be converted to a <u>lump sum fee</u> when a task order/amendment is issued see note 2)
Home Office Employees (see sections 6.4.1, 6.4.3, & 6.4.4 of the Sample Contract)	\$ 5464
General Superintendent	\$ 23713
Senior Project Manager	\$ 29394
Project Manager	\$ 23494
Assistant Project Manager	\$ 17483
Superintendent	\$ 17811
Project Coordinator/Admin	\$ 12020
Field Office (trailer) (see note 4)	\$ 1,226
	\$ \$ Per Occurrence
Field Office move in/set up/move out	\$ 4250

Overhead and Profit (see note 3)	% of GMP (which will be converted to a <u>lump sum fee</u> when GMP is approved, before construction begins, see note 3)		
	Overhead	Profit	Total
Projects estimated < \$500,000	1.5 %	4.5 %	6.0 %
Projects estimated \$500,000 - <\$1,000,000	1.5 %	3.5 %	5 %
Projects estimated \$1,000,000 - \$3,000,000	1.5 %	3.5 %	5 %
Projects estimated >\$3,000,00 - \$5,000,000	1.5 %	3.5 %	5 %
Projects estimated >\$5,000,00	1.5 %	3.5 %	5 %

Fees proposed above will remain in effect for year 5 of the Contract.

Proposer: Turner Construction Company

Signature:  Print Name: Jaime Saavedra

DOA 18-3 CM-at-Risk for
Airport Improvements
Department of Airports

- Our proposal is based on mutually acceptable contract terms.
- The above staff rates are not based on FAR Staff Rates and will be evaluated for each of the particular projects as they are funded.

Addendum No 3
June 14, 2018

PRICING PROPOSAL FORM

Page 5 of 5

Notes for Pricing Component

Note 1: Pre-Construction Phase Fee. The Pre-Construction Phase Fee proposed will be the maximum fee allowed to provide the services described in Section 2.1 of the Sample Contract (Exhibit G). The fee for a particular project may be negotiated lower if not all of the services listed in Section 2.1 of the Sample Contract (Exhibit G) are required for a particular project. The percentage of estimated construction cost will be converted to a fixed lump sum when a task order/amendment is issued authorizing the Pre-Construction Phase services for a particular project. The lump sum price will be fixed prior to the services beginning and cannot be increased.

Note 2: Construction Phase Management Fee. Proposer should provide the cost per month to provide the Construction Phase Management services described in Section 2.2 and allowable under Section 6.4 of the Sample Contract (Exhibit G) (excluding paragraph 6.4.5). Field personnel costs shall include costs described in Sections 6.4.2, 6.4.6, & 6.4.7 of the Sample Contract (Exhibit G). For the price proposal, proposer should assume full-time utilization of a single person for each category of field personnel. The fee proposed will be the maximum fee allowed to provide the Construction Phase Management services described in Section 2.2 of the Sample Contract (Exhibit G). The fee for a particular project may be negotiated lower if not all of the services listed in Section 2.2 of the Sample Contract (Exhibit G) are required for a particular project, if not all of the field positions are required to be filled, or if not all field positions are required to be filled on a full-time for a particular project. Depending on the nature and complexity of the project, the County may also approve more than one person in each of the various field personal categories at the applicable rate established in the fee proposal. The proposed fee will be converted to a fixed lump sum fee when an amendment is issued authorizing the construction phase management services for a particular project (and is based on estimated costs not actual incurred costs.)

Note 3: Overhead and Profit. The Overhead and Profit fee proposed is that allowed under Section 6.4.5 of the Sample Contract (Exhibit G). The fee proposed will be converted to a fixed lump sum when the GMP amendment is approved. This lump sum fee is based on the approved GMP and is not based on actual incurred costs. The lump sum amount will be fixed prior to construction beginning and this fixed fee cannot be increased for the work authorized under that GMP amendment. The Overhead and Profit Fee must not include costs already allocated to and included in the Construction Phase Management Fee described in Note 2 above.

Note 4: Field Office. Costs for the field office includes Sections 6.4.8 and 6.4.9 of the Sample Contract (Exhibit G) and all other operating expenses associated with the Field Office.

Attachment No. 2

Construction Management at Risk
RFP #DOA 18-3
Date: April 12, 2018
Marketplace: BC, PBC, MDC
DBE Project Goal: 12%
Misc. Funding

Project Description	NAICS Title	NAICS Code	Estimated Percentage of Work	Available DBE	Total Available	Weighted Availability
Landscaping (Material Cost)	Turf Farming	111421	0.00%	0	0	0.00%
Construction Management		236220	12.75%	239	816	3.73%
Drainage System (Labor Cost)	Drainage System Construction	237110	1.18%	20	138	0.17%
Subgrade Stabilization	Hwy, Street & Bridge Construction	237310	2.60%	52	126	1.07%
Miscellaneous Concrete (Material Cost)	Concrete pumping	238110	3.06%	11	226	0.15%
Structural Steel and Precast Concrete Contractors		238120	0.38%	16	51	0.12%
Masonry Contractors		238140	2.75%	6	216	0.08%
Roofing Contractors		238160	1.63%	29	369	0.13%
Electrical Work (Labor Cost)	Electrical Contractors	238210	8.21%	79	1619	0.40%
Plumbing - Mechanical		238220	2.94%	49	2057	0.07%
Drywall and Insulation		238310	2.03%	26	355	0.15%
Paintings & Wall Coverings		238320	1.55%	55	783	0.11%
Tile & Terrazzo		238340	9.50%	12	371	0.31%
Pavement Removal	Site Preparation	238910	2.85%	43	303	0.40%
Site Demolition	Site Preparation	238911	0.00%	n/a	n/a	0.00%
Temporary Stormwater Pollution Prevention, Erosion and Siltation Control	Temporary Erosion Control	238990	0.00%	117	674	0.00%
Other Building Equipment Contractors		239290	7.25%	n/a	0	0.00%
Pavement Markings (Material Cost)	Paint and Coating Manufacturing	325510	0.00%	0	15	0.00%
All Other Rubber Product Manufacturing (Membrane roof)		326299	0.88%	n/a	0	0.00%
Ready Mix Concrete Manufacturing		327320	1.38%	0	46	0.00%
Drainage System (Material Cost)	Culvert pipe, concrete, manufacturing	327332	0.00%	0	4	0.00%
Conveyor and Conveying Equipment Manufacturing		333922	4.63%	0	2	0.00%
Switchgear and Switchboard Apparatus Manufacturing		335313	4.38%	1	4	1.09%
Brick, Stone, and Related Construction Material Merchant Wholesalers		423320	6.65%	5	109	0.31%
Chain link Fence (Materials Cost)	Fencing (except wood) merchant wholesalers	423390	0.00%	2	119	0.00%
Electrical Work (Material Cost)	Electrical Apparatus/Equip, Wiring Supplies, Related Equip Merchant	423610	4.21%	15	619	0.10%
Roadway Signage (Material Cost)	Signs (except electrical) Wholesalers	423990	0.00%	9	771	0.00%
Fuel Farm Systems	Petroleum Bulk Stations and Terminals	424710	0.00%	1	48	0.00%
Building Materials/Supplies		444190	1.56%	10	648	0.02%
Nursery, Garden Center & Farm Supply (Sod)		444220	0.45%	0	123	0.00%
Trucking	Trucking	484220	0.63%	17	174	0.06%
Maintenance of Traffic	Maintenance of Traffic	488190	0.88%	6	318	0.02%
Insurance	Insurance	524126	1.00%	0	191	0.00%
Survey and Project Record Documents	Land Survey and Mapping	541370	0.21%	24	142	0.04%
Testing Services		541380	0.38%	13	92	0.05%
Mobilization	Mobilization	561499	0.00%	3	204	0.00%
Landscaping (Labor Cost)	Turf Installation	561730	0.25%	39	1938	0.01%
Prefabricated Metal Building and Component Manufacturing		332311	1.88%	0	4	0.00%
Mobilization/Overhead (Prime)		n/a	7.00%	n/a	n/a	0.00%
Contingency		n/a	5.00%	n/a	n/a	0.00%
			100%			8.58%

CMAR Contracts	
R2013-0663	16%
R2013-0664	14%
Median	15%
DBE Goal	12%